CREDITORS AND THEIR BONDS

A QUICK GUIDE TO THE ADMINISTRATIVE PROCESS IN PUBLIC COURTS

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THE LAW OF CAUSE AND EFFECT

Every effect has a cause.
Every cause starts with a thought.
Remedy starts by changing your thinking.

> Every action generates a force of energy that returns to us in like kind...what we sow is what we reap. And when we choose actions that bring happiness and success to others, the fruit of our karma is happiness and success.
>
> *The Seven Spiritual Laws of Success*
> Deepak Chopra

The laws under which we live operate to our advantage. All conditions and experiences that come to use for our benefit. We gain strength in proportion to the effort expended. Our happiness is best attained through a conscious cooperation with natural laws.
The laws under which we live are designed solely for our advantage. These laws are immutable and we cannot escape their operation.
Difficulties, disharmonies and obstacles indicate that we are either refusing to give up what we no longer need, or refusing to accept what we require.
All conditions and experiences that come to us do so for our benefit. Difficulties and obstacles will continue to come until we absorb their wisdom and gather from them the essentials of further growth.
That we reap what we sow is mathematically exact. We gain permanent strength exactly to the extent of the effort required to overcome difficulties.

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Effort – deliberate exertion of physical OR <u>mental</u> power.
Random House Dictionary

Commit thy works unto the Lord, and thy thoughts shall be established.
Proverbs 16:3

The Lord of hosts hath sworn, saying, surely as I have thought, so shall it come to pass; and as I have purposed, so shall it stand.
Isaiah 14:24

Where a man's ways please the Lord, he maketh even his enemies to be at peace with him.
Proverbs 16:7

Be not deceived, God is not mocked, for whatever a man soweth, that shall he also reap.
Galatians 6:7

An elder Cherokee Native American was teaching his grandchildren about life.
He said to them, "A fight is going on inside me...it is a terrible fight and it is between two wolves. One wolf represents fear, anger, envy, sorrow, regret, greed, arrogance, self-pity, guilt, resentment, inferiority, lies, false pride, superiority and ego.
The other stands for joy, peace, love, hope, sharing, serenity, humility, kindness, benevolence, friendship, empathy, generosity, truth, compassion and faith.
The same fight is going on inside you, and inside every other person too."
They thought about it for a minute and then one child asked his grandfather:
"Which wolf will win?"
The old Cherokee simply replied..."The one you feed."

Why do I have an exemption?
You have an exemption because you have no money. There is a constitutional prohibition against paper money. A country (a state) has to have a name, people, boundaries and money. If one of those elements is missing, there is no country. If Connecticut has no people, it is not a state. If it has no geographic boundaries, it is not a state. If it has no money, it is not a state.

Look at the cause and effect.
Why is there no money in circulation?
Who had authority to demand the money be given to the Federal Reserve Banks by May 1, 1933?
The money is in trust for the people in the states.

Constructive Trust (necessary when fraud is involved) no unjust enrichment
Trust corpus
Trustee
Beneficiary

Substance	Fiction
People	Persons
~~Gold / Silver~~	Paper money (public policy)

Application & Registration → Trust Corpus
Title to the gold
Title to land
Title to ____

Trust Corpus → Secretary of the Treasury, Trustee
Trust Corpus → JOHN HENRY DOE, beneficiary

Possession of substance	Possession of fiction (paper)
Dirt/house	Legal description
Shoes	Receipt
Jewelry / coins	Certificate
Bread	Receipt
(No money)	Federal Reserve notes
Labor / life	(no labor / no life)

You cannot pay. He who has the gold, pays the bills.
You are exempt. He who demands payment, knows or should know there is no money.
You are not expected to pay.
You loaned all your substance to the fiction by application and registration. You have nothing but possession. You have no titles to substance. You only have title to your rights. Everything is pre-paid.

EXEMPTION—Freedom from a duty, liability or other requirement.
Black's Law Dictionary, 7th Edition

MISTAKE MISTAKE MISTAKE = CAUSE

> Some unintentional act, omission, or error arising from ignorance, surprise, imposition, or misplaced confidence. A mistake exists when a person, under some erroneous conviction of law or fact, does, or omits to do, some act which, but for the erroneous conviction, he would not have done or omitted. It may arise either from unconsciousness, ignorance, forgetfulness, imposition, or misplaced confidence.
> *Black's Law Dictionary, 4th Edition*

UCC 1-103 ARS 47-1103 Supplementary General Principles of Law Applicable.

> Unless displaced by the particular provisions of this Act, the principles of law and equity, including the law merchant and the law relative to capacity to contract, principal and agent, estoppel, fraud, misrepresentation, duress, coercion, **mistake**, bankruptcy, or other validating or invalidating cause shall supplement its provisions.

Can I get into trouble using a bill of exchange?
You can get into trouble crossing the street. There are rules for crossing the street and rules for using BOEs (bills of exchange).

BILL OF EXCHANGE—An unconditional order in writing addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money to order or to bearer. Sometimes called a trade acceptance. [Also called *letter of exchange*]
[Written order from A o B to pay C.] - *Black's Law Dictionary, 4th Edition*

TRADE ACCEPTANCE—A draft or bill of exchange drawn by the seller on the purchaser of goods sold and accepted by the purchaser. - *Black's Law Dictionary, 4th Edition*

NEGOTIABLE INSTRUMENT—UCC 3-104(e) —An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft", a person entitled to enforce the instrument may treat it as either.
Black's Law Dictionary, 4th Edition

LETTER OF CREDIT—Credit instrument issued by a bank (*John*) guaranteeing payments on behalf of its customer (*JOHN*) to a beneficiary (*creditor*), normally to a third party (*creditor*) but sometimes to the bank's customer (*JOHN*), for the stated period of time and when certain conditions are met. Letter substituting the bank's (*John's*) credit for the credit of another party (*JOHN*)... (*words added*)
Barron's Dictionary of Banking Terms, Thomas Fitch, Second Edition

BANK—An institution, usually incorporated with power to issue its promissory notes intended to circulate as money (known as bank notes)... - *Black's Law Dictionary, 4th Edition*

BANKING—The business of receiving money (*charges*) on deposit, loaning money (*notes*), discounting notes (*100% discount*), issuing notes for circulation (*promissory notes*), collecting money (*exemption*) on notes deposited (*HJR 192*), negotiating bills (*acceptance*), etc. (*words added*) - *Black's Law Dictionary, 4th Edition*

Written Rules

1) It must be unconditional;
2) It must be an order;
3) It must be in writing;
4) It must be addressed to another;
5) It must be signed;
6) It must order payment of a sum certain in money.

Unwritten Rules

7) You must have authority to sign it;
8) You must have assets sufficient to back it;
9) It must be dated;
10) It must be dollar to dollar sum certain exchange;
11) It must apply to an existing public debt;
12) It must be a non-cash item;
13) It is not collectible;
14) It is pre-paid;
15) It is an accrual item (always a zero balance – double entry bookkeeping);

16) It must have a letter of credit to go with it;
17) Know how to go all the way (just like crossing the street).

Can I get into trouble filing a UCC-1 against the straw man?
You can get into trouble for filing a false or fictitious claim.
If your claim is not false, there is no foundation for a false claim charge.
If you had no intent to file a false claim, there is no foundation for a criminal penalty.
If the claim is considered to be fictitious, you should have documentation to back up the filing.
Cause = choice not to document the support for the claim
Effect = false filing charge.

FICTITIOUS—Feigned, imaginary, not real, false, not genuine, nonexistent.
Black's Law Dictionary, 4th Edition

Parties on the UCC-1 Form...

Debtor: **JOHN**
Must have name, address, and designate organization OR individual, and sometime have a number.

Secured Party: **John**
[In Illinois, both parties must be in all capital letters.]
Must have name and address.

Form must designate collateral and establish a value (but not necessarily a sum certain)
Form must be supported buy a security agreement of some sort.
You have been signing for that debtor since it was created.
When you sign for the debtor, you are wearing an authorized representative hat.

Can a man be secured party on a UCC-1 Form without being a fiction?

Some say yes, and some say no.
It is not the form that is the controlling document. It is the security agreement.
"You can't contract with yourself" is a maxim of law, but you can sign the security agreement in different capacities—one being the trustee of the debtor trust and the other being you.
This could be considered to be "self-dealing", but can be overcome as there are no countervailing equities that could serve equally to fulfill the intent and balance the respective obligations.
The security agreement should identify at least some of the collateral specifically.
Do not argue with filing officers. There are six (6) UCC filing regions. *(See Sample #1.)*
You can file in any state in the region where you want to do the filing.

John can be owed money by the debtor, even if the debtor is unable to pay.

John is substance. The debtor is fiction. The registry at the SOS is both in the republic and in the nation.

The debtor has no means to pay John even if the debtor receives public payment for work that John does not behalf the debtor for an employer.

Every service John has supplied to the debtor since John's birth, has been done without payment, but not without expectation of payment.

The debtor's failure to pay John has resulted in an account payable in favor of John. [1041 Form] lean form.

Cause—JOHN's taxable activities	Effect—tax return is due
Cause—John supplied labor and has not been paid	Effect—there is no deduction for accounts payable

By filing the public form in the public registry, John could be considered to be a fiction also, but if there is no other way to give public notice of the debt is owed to John, this is the choice out of necessity.

Filing a UCC-1 equivalent form in France would not make a German creditor a Frenchman. It would just out the claim into the jurisdiction if France.

UCC-1's give public notice that the secured party has a commercial claim, but not that it is in the commerce.

Are all loans a fraud?

FRAUD—An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury.
Black's Law Dictionary, 4th Edition

LEND—To put out to hire or compensation.
Black's Law Dictionary, 4th Edition

The answer depends on where you are going to make your stand.

If you are going to use the Acceptance Method of settlement, no, there is no fraud.

It is just business in a system that has no money.
If your are going to use Conditional Acceptance and dispute the procedure, there may be fraud. The procedural discovery will expose the wrong-doing without having to charge fraud.

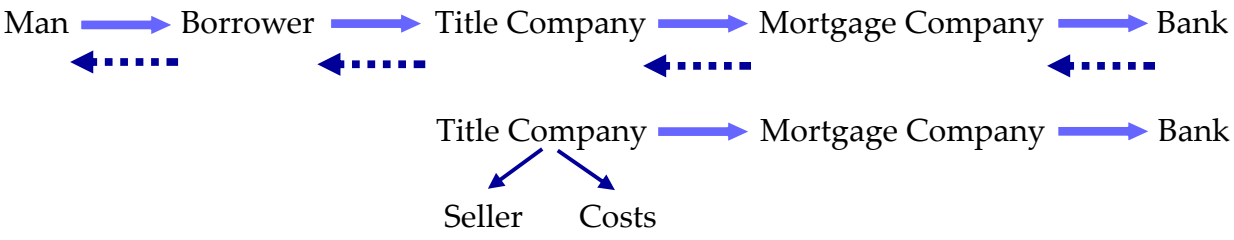
If you are going to straight-out dispute the debt, you will have to claim fraud.
Fraud involves intent, which is difficult to prove.
The one who claims the presence of fraud bears the burden of proof.

The Acceptance Method

Cause = man's intent to use his credit
Effect = loan

There are no loans without the man's credit.
The man puts his credit into the form of a note (promise).
The man loans his credit note to the Borrower (JOHN).
The Borrower loans the man's credit note to the Title Company.
The Title Company loans the man's credit note to the Mortgage Company.
The Mortgage Company converts the credit note (promise) into a draft (order).
The Mortgage Company deposits the draft at its bank, thereby loaning the man's credit to the Title Company.
The bank now has possession the man's asset (credit note).
The bank also has an offsetting liability owed to the depositing Mortgage Company.
The Mortgage Company writes a check from the account holding the man's credit to the Title Company.
The Title Company writes a check to the Seller and keeps the rest to cover its costs (fee).

→ = passage of the asset (credit note OR just the credit) being loaned
← = obligation to the principal lender (original jurisdiction)



Who has the asset at the beginning? Who has the asset at the end?
Was the asset intended to be given with no expectation of return?
Who has the liability?
Who is the principal?....Cause = man loans credit Effect = bank has liability
Who is the agent(s)?.....Cause = man has not redeemed note Effect = Debtor is in bankruptcy

Compensation

The full scope of the principal of "compensation" is not addressed in Black's Law Dictionary as well as it is in *A Law Dictionary, adapted to the Constitution and Laws of the United States of America, and of the Several States of the American Union* (1885) by Bouvier, which defines and explains the word "compensation" as follows:

> **Compensation**, contracts, civil law. When two persons are equally indebted to each other, there takes place a compensation between them, which extinguishes both debts. **Compensation is, therefore, a reciprocal liberation between two persons who are creditors and debtors to each other, which liberation takes place instead of payment, and prevents circuitry** *[unnecessary litigation].
> **2.** Compensation takes places, of course, **by the mere operation of law, even unknown to the debtors the two debts are reciprocally extinguished, as soon as they exist simultaneously, to the amount of their respective sums**. Compensation takes place only between two debts, having equally for their object a sum of money, or a certain quantity of consumable things of one and the same kind, and which are equally liquidated and demandable...Compensation is of three kinds: 1. **legal or by operation of law;** 2. **compensation by way of exception;** and, 3. by **reconvention.**

Key words from above:

Reciprocal liberation, instead of payment, reciprocally extinguished, exist simultaneously**.**

As debtors must always acknowledge their obligations to creditors, the principle of set-off applies. *Bouvier's Institutes of American Law* (1859), *Anderson, a Dictionary of Law* (1893), and *Black's 7th Edition* further clarify this principal:

> 3. Compensation very clearly **resembles the set-off of the common law.** The principal difference is this, that a set-off, to have any effect, must be pleaded; whereas compensation is effectual without any such plea, only the balance is a debt.
> *Bouvier's Institutes of American Law (1859)*

> **OPERATION OF LAW—**This term is applied to those **rights which are cast upon a party by the law, without any act of his own.**
> *Bouvier's Institutes of American Law (1859)*

> **OPERATION OF LAW—**The application of legal rules to a given set of facts.
> *Anderson, a Dictionary of Law (1893)*

> **OPERATION OF LAW—**The means by which a right or a liability is created for a party regardless of the party's actual intent.
> *Black's Law Dictionary, 7th Edition*

COMPENSATIO—Roman Law—A defendant's claim to have the plaintiff's demand reduced by the amount that the plaintiff owes the defendant.
Black's Law Dictionary, 7th Edition

SET-OFF—both at law and in equity, is that right which exists between two parties, each of whom under an independent contract owes an ascertained amount to the other, to set off his respective debt by way of mutual deduction, so that in any action brought for the larger debt the residue only, after such deduction, shall be recovered.
Black's Law Dictionary, 4th Edition

What exactly, is a holder in due course?
UCC 3-301 Holder in Due Course
(a) Subject to subsection (c) and Section 3-106(d), "holder in due course' means the holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; **and**
(2) the holder took the instrument:
(i) for value;
(ii) in good faith;
(iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series;
(iv) without notice that the instrument contains an unauthorized signature or has been altered;
(v) without notice of any claim to the instrument described in Section 3-306, **and**
(vi) without notice that any party has a defense or claim in recoupment described in Section 3-305(a).

(b) Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subsection (a), but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment, or claim to the instrument.

(c) Except to the extent a transfer or predecessor in interest has rights as a holder in due course, a person does NOT acquire rights of a holder in due course of an instrument taken:

(i) by legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding;
(ii) by purchase as part of a bulk transaction not in ordinary course of business of the transferor, **or:**
(iii) as the successor in interest to an estate or other organization.

(d) If, under Section 3-303(a) (1), the promise of performance that is the consideration for an instrument has been partially performed, the holder may assert rights as a holder in due course of the instrument only to the fraction of the amount payable under the instrument equal to the value of the partial performance divided by the value of the promised performance.

(e) if:

(i) the person entitled to enforce an instrument has only a security interest in the instrument ***and...***

(ii) the person obligated to pay the instrument has a defense, claim in recoupment, or claim to the instrument that may be asserted against the person who granted the security interest, the person entitled to enforce the instrument may assert rights as a holder in due course only to an amount payable under the instrument which, at the time of enforcement of the instrument, does not exceed the amount of the unpaid obligation secured.

(f) To be effective, notice must be received at a time and in a manner that gives a reasonable opportunity to act on it.

(g) This section is subject to any law limiting status as a holder in due course in particular classes of transactions.

RECOUPMENT—The right of the defendant to have a deduction from the amount of the plaintiff's damages, for the reason that the plaintiff has not complied with the cross-obligation or independent covenants arising under the same contract.
Black's Law Dictionary, 4th Edition

What does *Accepted For Value* mean?
ACCEPTANCE—The taking **and** receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. The act of a person to whom a thing is offered or tended by another, whereby he receives the thing with the intention of retaining it, **such intention being evidenced by a sufficient act.**
Black's Law Dictionary, 4th Edition

UCC 3-303 Value and Consideration
(a) An instrument is issued or transferred for value if:

(1) the instrument is issued or transferred for a promise of performance, to the extent the promise has been performed;

(2) the transferee acquires a security agreement or other lien in the instrument other than a lien obtained by judicial proceeding;

(3) the instrument is issued or transferred as payment of, or as security for, an antecedent claim against any person, whether or not the claim is due;

(4) the instrument is issued or transferred in exchange for a negotiable instrument; **or**
(5) the instrument is issued or transferred in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument.

(b) "Consideration" means any consideration sufficient to support a simple contract. The drawer or maker of an instrument has a defense if the instrument is issued without consideration. If an instrument is issued for a promise of performance, the issuer has a defense the issuer has a defense to the extent performance of the promise is due and the promise has not been performed. If an instrument is issued for value as stated in subsection (a), the instrument is also issued for consideration.

Official Comments. The distinction between value and consideration in Article 3 is a very fine one. Whether an instrument is **taken** for value is relevant to the issue of whether a holder is a holder in due course. If an instrument is not issued for consideration the issuer has a defense to the obligation to pay the instrument. Consideration is defined in subsection (b) as "any consideration sufficient to support a simple contract". The definition of value in Section 1-201(44), which doesn't apply to Article 3, includes "any consideration sufficient to support a simple contract". Thus, outside Article 3, anything that is consideration is also value. A different rule applies in Article 3. Subsection (b) of Section 3-303 states that if an instrument is **issued** for value it is also issued for consideration.

...A **simple contract** is one that is not a contract of record and not under seal; it may be either written or oral, in either case, it is called a "parol" contract, the distinguishing feature being the lack of a seal.
Black's Law Dictionary, 4th Edition

Accept	for	**Value**
Taking		In exchange for a promise of performance
Receiving		In exchange for a security interest
Intent to retain		not obtained through judicial proceeding
of anything		In exchange for an antecedent claim
offer		In exchange for a negotiable instrument
presentment		In exchange for an irrevocable obligations
oral		
written		
(any act will suffice)		

ESTABLISHING AN AGREEMENT OF THE PARTIES

1) RESPOND—ACCEPT AND RETURN;
2) CORRECT MISTAKEN PRESUMPTIONS;
3) USE NEGATIVE AVERTMENTS;
4) MAKE A REQUEST;
5) SHOW YOUR GOOD FAITH INTENT;
6) SET A TIME LIMIT;
7) FILE A UCC-1 FINANCIAL STATEMENT;
8) SEND SECOND NOTICE;
9) FILE RELEASE OF INTEREST;
10) SEND NOTICE OF TERMINATION;
11) SEND CONFIRMATION LETTER.

[NOTE: Study groups are extremely useful in understanding and developing this process!!!]

(1) RESPOND—ACCEPT and RETURN— *(See Sample #2, Sample #3, and Sample #4)*
Within 72 hours of receiving a presentment, return the presentment with your acceptance. If there is a $_____ involved, an endorsement is required. The presentment is the check being sent to you, so you can "pay" the bill. There is no money, so they have to send you the "money" to "pay" the bill. Identify the presentment that you are accepting and returning on your cover letter *(type of communication, i. e. letter, statement, invoice)*, date, name of signer, or name of company. The cover letter does not need a title.

(2) CORRECT MISTAKEN PRESUMPTIONS—
Address each presumption made in the presentment that is not correct. It is just business! Take all the emotion out of it! "It appears you have made a mistake in presuming that _____."
"Your letter appears to imply that _____, but the record shows _____."

(3) USE NEGATIVE AVERMENTS—
Instead of defending what you have done in the past or denying the presumptions made in the presentment, turn the denial around to be a negative averment.
DENIAL— "I did not violate any law." OR "I did not do anything wrong."
NEGATIVE AVERMENT— "Your letter did not state how my actions are in violation of state law."

OR

"You did not include your source of authority to make a demand for performance."
[NOTE: "Whatever the form in which the government functions, anyone entering into an arrangement with the government takes the risk of having accurately ascertained that he who

purports to act for the government stays with the bounds of his authority...and this is so even though as here the agent himself may have been unaware of the limitations upon his authority."
[FEDERAL CROP INSURANCE CORPORATION V. MERRILL, 332 U. S. 380 at 384 (1947)]

OR

"You did not provide the documentation I requested in my previous letter dated _____."
Your two options to respond to a claim are to (1) deny (negative defense) and (2) use an affirmative defense. An affirmative defense is the production of evidence through a third party to overcome or bar the presenter's claims.
That which is denied is admitted.
Failure to object timely is fatal.
The proof lies on him who affirms, not on him who denies.
When the proof of facts is present, what need is there of words?
The claimant is always bound to prove.
He who leaves the battlefield first, loses.
The affirmative defenses establish the facts of the matter, that now must be overcome by the presenter.

(4) MAKE A REQUEST—
Once you have established that:
—you have received the presentment;
—you have accepted the presentment;
—you are returning the presentment;
—there are mistaken presumptions in the presentment (not corrected); and
—the burden of proof is on the one making the affirmative claim, it is time to make a request. What do you want? —closure of an account, production of evidence, delegation of authority, specific performance on a contract? Keep it short and ask for something. Many people believe you should make a demand instead of a request. If you have studied those words and you feel you need to make a demand as a matter of right, then make a demand instead of a request. At this level, I do not see that it really matters. A request is often made in business matters. It is more cordial than a demand.

(5) SHOW YOUR GOOD FAITH INTENT—
Criminal charges are often brought for acts done with no criminal intent. Ignorance of the law is no excuse for doing something that is against the law, BUT harsh punishment for doing an act does not adhere to due process of law, if you had no intent to commit what is considered to be a "crime". Civil actions are initiated to get "money" or other property. This is where your exemption is useful, but they like to act like there is no value in your exemption. It is good to

Include a statement like, "I am making every effort to follow the law." There is so much "law" and so many different jurisdictions in which there are different laws, that your intent to follow God's law carries over into political law also.

(6) SET A TIME LIMITS—

Since you are using commercial guidelines as the basis for your process, the presenter should do that also. Be sure to give him a date on which you expect a reply from him. Some situations only allow for a 3-day response time. Others should allow 14 days or 30 days or even 60 days. It depends on the situation. If you are using 3 days as the response time, you also have to allow for mailing time. Usually 3 days each way plus a Sunday is sufficient for replies to demands for which the presenter should have what you are requesting in his possession. If there is processing involved on the presenter's end, a longer time is warranted.

(7) FILE UCC-1—

When to file this form / When NOT to file this form
What goes on this form (*See Sample #5 and Sample #6*)
Name of Debtor JOHN HENRY DOE
Individual or Organization
Address of Debtor
Social Security Number of Debtor (in some States)
Name of Secured Party
Address of Secured Party
Wording in collateral box (Box 4)
Value of contract
Terms for removal (taken from contract)
How to file this form
Cover letter to go with this form

(8) SEND SECOND NOTICE—

You can use "Jack's letter" OR mail a cover letter with copies of the Notice and other papers previously mailed to the presenter. (*See Sample #7*)

The purpose of a second notice if to give the presenter a second opportunity to correct the mistake he made in making the presentment, or in not settling the account.

(See Sample #8 and Sample #9)

You will be accepting the presumption that he made a mistake and that it was not intentional.

You will be accepting the presumption that he was unable for some reason to respond to your first notice.

A second notice is the same as the old Notice of Fault or the Notice of Default.

This step is part of the law merchant and the grace that is given to debtors to help them settle their accounts without going to war.

Going to court is like going to war.
If you have to go to court, finish the war before asking the court for a final remedy.
It does not necessarily need a title.

(9) FILE RELEASE OF INTEREST—

UCC-3 *(See Sample #10)*
When to file this form
What goes on this form?
Name of Debtor JOHN HENRY DOE
Individual or Organization
Address of Debtor
Social Security Number of Debtor (in some States)
Name of Secured Party
Address of Secured Party
Box 7
Wording in collateral box (Box 8)
How to file this form
What fee to send
Cover letter to go with the UCC-3

These commercial forms are ONLY notices.
The man is not involved in this process.
It is all done by the straw man (debtor).

(10) SEND NOTICE OF TERMINATION *(See Sample # 11)*

If you have terminated the claimant's interest in the collateral, notice must be given to the claimant so he has an opportunity to object.
He cannot just object.
A naked objection is a dishonor, and no one can win while in dishonor, UNLESS the other party is also in dishonor.
He must produce his authority to object and a reason why he is objecting.
His objection cannot just be based on his disapproval of your actions.
He may try to trick you into joining him in dishonor.
DON'T FALL FOR THAT!!!!!!!!!!!!!!!!!!!!

(11) SEND CONFORMATION LETTER— *(See Sample # 12)*

The purpose of the conformation letter is to document the agreement of the parties.
When you gave the claimant notice that you had terminated its interest in the collateral, you also gave him an opportunity to object to the process you used.

That is like an appeal.
An appeal is only used when there is a procedural effect in the process that lead to a party to a court case losing the case.
Instead of taking the appeal on this non-judicial (self-help) process to a court, you gave him the opportunity to submit evidence of such a defect.
If he does not send anything, you send the confirmation letter.
As with all parts of the non-judicial process, this is sent by a notary (certified) with certificate of service.

STAY IN HONOR AT ALL TIMES!!!!!!!!!!!!

DO NOT:

A rgue
D eny /Defend
A ccuse
P rotest
T estify

(A) Use third party witnesses
If there is a chance in the future that you will need to prove that you communicated with the presenter to bring closure to the matter, be sure to use a third party to mail your communications. A Certificate of Service is a good thing to use every time something is mailed. Certified mail with the return receipt is also a good choice. The one who mails your communication is a witness. Your witness can be a notary. The postal service is a witness. The certificates of service and green cards can be used as an affirmative defense if the matter is not settled through this administrative process. Keep copies of everything for your records. If you are using a notary as a witness, the notary can be the custodian of the records.

(B) Have a plan
Before you mail the first communication back to the presenter, have all the papers you think you might need, or know you will need, already written in your computer. Have a COMPLETE plan before you start anything.

Non-judicial	First notice [UCC-1 sometimes] (Presenter/company as secured party) Second notice Certificate of non-response Termination of claim [UCC-3] Confirmation letter
Judicial review	Through any court action

You are in control of your process. When you filed your first UCC-1 and sent your notice to the

Secretary of the Treasury, you started on a journey to be responsible for your financial affairs. Granted, that is difficult when there is no money in circulation. It can be done, if you understand what you are doing, how to do it, and why you are doing it. This is not about money. It is about responsibility.

FAIR DEBT COLLECTION PRACTICES ACT

One of the remedies when demand is made and there is no obligation, is to use the FDCPA. It is not a pure acceptance remedy. If this is used, it is the fiction that uses it. JOHN is the consumer. John is not the consumer.

VERIFICATION: confirmation of correctness, truth, or authenticity by affidavit, oath, or deposition.
DISPUTE: a conflict or controversy; a conflict of claims or rights.
Black's Law Dictionary, 4th Edition

USC 15-1692g Validation of Debts
Disputed debts
If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

Admission of liability
The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer

"Debtor hereby requests that you obtain and send me a copy of the instrument that is the foundation for the debt you are attempting to collect. My request is in the nature of a dispute and falls within the requirements of USC 15-1692g. To assure there has been no forgery, in the event you elect to pursue collection through judicial process, you will be required to produce the original evidence of said debt."

USC 15-1666 Correction of Billing Errors.

IF THE MATTER GOES TO COURT

Acceptance Method

1) **Summons and Complaint are accepted for value and returned to the presenter;**
2) **Notice is given to the court that the principal has accepted and returned the presentment;**
3) **Notice of the acceptance is given to the man who works from time to time as a judge;**
4) **If it is a criminal matter, there will be an arraignment instead of a Summons and Complaint;**
5) **Bond the case with your exemption;**
6) **The Defendant receives (or requests) a public defender (PD);**
7) **Discovery;**
8) **Trial (includes pretrial and actual trial of the facts);**
9) **The judgment / Sentence (Order of the court);**

Order = Judgment = Draft = Contract = Negotiable Instrument

This is what you would not do if you choose to use the Acceptance Method:

A rgue
D eny / D efend
A ccuse
P rotest
T estify

The Acceptance Method is remedial.

UCC 1-201(34). Official Comments—"Remedy". New. The purpose is to make it clear that both remedy and rights (as defined) include those remedial rights of "self-help" which are among the most important bodies of rights under this Act, remedial rights bring those to which an aggrieved party can resort on his own motion.

Summons and Complaint

1) Summons and complaint are accepted for value and returned to the presenter.

The attorney is the agent of the presenter and would receive the returned presentment.
A Notice of Acceptance is attached.
You are not the defendant. JOHN HENRY DOE is the Defendant.
You do not defend the Defendant.
If you do, you will be presumed to be its business partner and liable for the damages.
The property of a partner can be taken to settle the debt of the other partner.
Your freedom is your property.
If you are a secured party, you are only a creditor to the Defendant.

You want to protect your interest in the collateral that was pledged as security.
The Defendant is not your property. It is owned by the US.
You can choose to be surety for the Defendant.
Acceptance is a form of confession and avoidance.

A plea in confession and avoidance is one which avows and confesses the truth of the averments of the facts in the declaration, either expressly or by implication, but then proceeds to allege new matter which tends to deprive the facts admitted of their ordinary legal effect, or to obviate, neutralize, or avoid them. [Like a plea in bar.]
Black's Law Dictionary, 4th Edition

2) Notice is given to the court that the principal has accepted and returned the presentment.

This is done in the form of a Notice of Acceptance coming from the Defendant.
It is in the accepted pleading format for that court.
A copy of the Notice of Acceptance to the presenter can be attached but must be marked COPY.

3) Notice of Acceptance is given to the man who works from time to time as a judge.

This is done in the form of a letter rogatory coming from the man.
A copy of the Notice of Acceptance to the presenter can be attached but must be marked COPY.

4) If it is a criminal matter, there will be an arraignment instead of a Summons and Complaint.

The main issue is that you are not disputing the facts and there is no controversy.
Be familiar with the state statutes regarding release if there is no controversy.
California's is Title_____ at sections _____ and _____.
The preferred pleas are Guilty and Not Guilty, but Innocent is the right plea.
They will act like an Innocent plea is not permitted, but it is and once you make it, it is there.
The criminal matter needs to be finished before they start on the civil matter.
The conviction in the criminal matter is used as evidence to support the civil claim (money).

5) Bond the case with your exemption

This is where you can volunteer to be the surety for the Defendant and use your exemption.
This keeps you in honor.
If you do not stay in honor, you will be presumed to be in partnership with the Defendant.
The Defendant is always presumed to be the debtor.
The Plaintiff is always presumed to be the creditor.
The creditor bonds the case.
If there is no bond in the case file, your bond makes you the creditor ----

IF YOU CAN STAY IN HONOR!!!!!!!!!

6) The Defendant receives (or requests) a public defender (PD)

The Defendant may be required to fill out a form showing all its assets.

If you have filed a UCC-1, all assets are encumbered. The Defendant has nothing.

The appointment of the PD is accepted by you (not the Defendant)

The Defendant is a piece of paper. It is owned by the US. It is US property.

The PD will want to negotiate a plea bargain.

If you agree to that, you will be making a false statement (lying = dishonor).

Give the PD instructions:

You cannot argue any of the facts.

You cannot defend the defendant.

Defendant will not participate in a defense unless affirmatively.

Ask the PD to move the court for a bond forfeiture hearing (for the bar # bond to be forfeited).

This is a means to put your bond in the top position and make you the creditor on the case

The reason for the "trial of facts" is to determine who is the creditor and who is the debtor

Ask the PD to start discovery

The PD may request that he be released from his duties as PD.

He will usually offer to stay on to advise the replacement counsel.

He will be released from the public duties, so he can serve on the private side.

Do not object to this.

Accept and keep giving the same instructions.

The attorney is recognized by the court and can speak to the judge and the other attorney(s).

Do not by pass him and start talking in court, UNLESS he refuses.

Keep the man in the robe informed of what you are doing on the private side.

7) Discovery

This is the means by which the PD can acquire evidence from the other party to overcome the presumptions and allegations made against the Defendant.

These are the matters in bar of the presumptions and allegations.

This process is not a negative defense.

It is an affirmative defense which does not constitute a denial (dishonor). FRCP Rule 8

Discover enters the third party testimony that replaces the need for the Defendant to testify.

Testifiers are debtors / Defendants are debtors Deniers are debtors

The king does not testify. His servants testify for him.

Subpoena Duces Tecum

Admissions

8) Trial (includes pretrial and actual trial of the facts)

The purpose of the pretrial procedures is to reduce the issues that are still in controversy.
If there are no issues in controversy, there is no reason for a trial.
They still may proceed with the elements of the pretrial and trial parts of the court business.
There is no reason to participate if there are no issues of material fact in controversy.
If you have accepted the charges and have accepted the responsibility for the case, there is nothing else you can say or do that will help you—only hurt you.

9) The judgment / Sentence (Order of the court)

Order = Judgment = Draft = Contract = Negotiable Instrument

An Order is written instruction to pay money. *UCC 3-103(6)*
An Order is a negotiable instrument. *UCC 3-104(a)*
An Order is a draft. *UCC 3-104(e)*
An Order is unconditional unless otherwise stated. *UCC 3-106(a)*
An Order may be payable in foreign money. *UCC 3-107*
An Order need not be paid in legal tender. *UCC 1-201(24)*
An Order need not be payable to a specific person. *UCC 3-109*
An Order need not be signed by one who is authorized. *UCC 3-110*
An Order may be signed by an unauthorized person on behalf of the issuer. *UCC 3-110*
An Order does not have to be issued by the signer. *UCC 3-115(a)*
An Order is issued when it is first delivered. *UCC 3-105(a)*
An Order can have an "issuer" without being delivered. *UCC 3-105(c)*
An Order is signed by a drawer OR the order to pay is made by a drawer without signing it. *UCC 3-103*
An Order can include many persons as liable parties. UCC 3-116
An Order may be modified, supplemented, or nullified by a separate agreement. *UCC 3-117*
An Order can be negotiated by transferring possession by a person other than the issuer to a holder. *UCC 3-201*
An Order is a constructive contract. *Donovan v. Kansas City, 352 Mo. 430, 175 S.W. 2nd 874, 884*

UCC 3-103 Definitions

In this Article (6) "Order" means a written instruction to pay money signed by the person giving the instruction. The instruction may be addressed to any person, including the person giving the instruction, or to one or more persons jointly or in the alternative but not in succession. An authorization to pay is not an order unless the person authorized to pay is also instructed to pay.

UCC 3-104(a) Negotiable Instrument

(a) Except as provided in subsection (c) and (d), "negotiable instrument" means an

unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

2) is payable on demand or at a definite time; and

3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain

(I) an undertaking or power to give maintain, or protect collateral to secure payment;

(II) an authorization or power to the holder to confess judgment or realize on or dispose of collateral; or

(III) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

[NOTE: Undertaking is "A promise, engagement, or stipulation." Black's Law Dictionary, 4th Edition]

UCC 3-104 (g) Negotiable Instrument

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft", a person entitled to enforce the instrument may treat it as either.

UCC 3-106(a) Unconditional Promise or Order

(a) Except as provided in this section, for the purposes of Section 3-104(a), a promise or order is unconditional **unless** is states:

(I) an express condition to payment;

(II) that the promise or order is subject to or governed by another writing; or

(III) that rights or obligations with respect to the promise or order are stated in another writing.

[NOTE: The judge always asks if the Defendant has read the sentencing report before passing sentence. The sentencing report might be that "other writing" and you might just be stipulating to rights and obligations represented in that "other writing".]

UCC 3-107 Instrument Payable in Foreign Money

Unless the instrument otherwise provides, an instrument that states the amount payable in foreign money may be paid in the foreign money or in an equivalent amount in dollars calculated by using the current bank-offered spot rate at the place of payment for the purchase of dollars on the day on which the instrument is
paid. [NOTE: Foreign money = $ dollars]

UCC 1-201(24) (Official Comments) "Money", Section 6(5), Uniform Negotiable Instruments Law. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected.

UCC 1-109 Payable to Bearer or to Order.

(1) a promise or order is payable to bearer if it;
(2) does not state a payee;

UCC 3-110 Identification of Person to Whom Instrument is Payable

(a) The person to whom an instrument is initially payable is determined by the intent of the person, whether or not authorized, signing as, or in the name or behalf of, the issuer of the instrument.

[NOTE: The authorization may come later through a stipulation or silence.]

UCC 3-115 Incomplete Instrument

(a) "Incomplete instrument" means a signed writing, whether or not issued by the signer, the contents of which show at the time of signing that it is incomplete but that the signer intended it to be completed by the addition of words or numbers.

UCC 3-105 Issue of Instrument

(a) "Issue" means the first delivery of an instrument by the maker or drawer, whether to a holder or non-holder, for the purpose of giving rights on the instrument to any person.
(c) "Issuer" applies to issued and unissued instruments and means a maker or drawer of an instrument.

UCC 3-103 Definitions

(3) "Drawer" means a person who signs or is identified in a draft as a person ordering payment.
(4) "Maker" means a person who signs or is identified in a note as a person undertaking to pay.

UCC 3-116 Joint and Several Liability Contribution

(a) Except as otherwise provided in the instrument, two or more persons who have the same liability on an instrument as makers, drawers, acceptors, indorsers who endorse as joint payees, or anomalous endorsers are jointly and severally liable in the capacity in which they sign.

UCC 3-117 Other Agreements Affecting Instrument

Subject to applicable law regarding exclusion of proof of contemporaneous or previous

agreements, the obligation of a party to an instrument to pay the instrument may be modified, supplemented, or nullified by a separate agreement of the obligor and a person entitled to enforce the instrument, if the instrument is issued or the obligation is incurred in reliance on the agreement or a part of the same transaction giving rise to the agreement. To the extent an obligation is modified, supplemented, or nullified by an agreement under this section, the agreement is a defense to the obligation.

UCC 3-201 Negotiation
(a) "Negotiation" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.
(b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its endorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

UCC 1-103(11) "Remitter" means a person who purchases an instrument from its issuer if the instrument is payable to an identified person other than the purchaser.

UCC 3-202 Negotiation Subject to Rescission
(a) Negotiation is effective even if obtained (i) from an infant, a corporation exceeding its powers, or a person without capacity, (ii) by fraud, duress, or mistake, or (iii) in breach of duty or as part of an illegal transaction.
(b) To the extent permitted by other law negotiation may be rescinded or may be subject to other remedies, but those remedies may not be asserted against a subsequent holder in due course or a person paying the instrument in good faith and without knowledge of facts that are a basis for rescission or other remedy.

CONTRACT—

Contracts of record — are such as are declared and adjudicated by courts of competent jurisdiction, or entered on their records, including judgments, recognizance, and statutes staple.
Contracts for record are not properly speaking contracts at all, though they may be enforced by action like contracts.
Specialties, or special contracts, are contracts under seal, such as deeds and bonds.
All others are included in the description of "simple" contracts; that is, a simple contract is one that is not a contract of record and not under seal; it may be either written or oral, in either case, it is called a "parol" contract, the distinguishing feature being the lack of a seal.
Black's Law Dictionary, 4th Edition

Constructive contracts are such as arise when the law prescribes the rights and liabilities of persons who have not in reality entered into a contract at all, but between whom

circumstances make it just that one should have a right, and the other be subject to a liability, similar to the rights and liabilities in cases of express contract.
Donovan v. Kansas City, 352 Mo. 430, 175 S.W. 2Nd 874, 884
Black's Law Dictionary, 4th Edition

Sample #1 - UCC Regional Filings

UCC Regional Filings

Region 1

Washington State, Oregon, Nevada, California, New Mexico, Colorado, Utah, Alaska, Hawaii, Arizona
State to filing electronically:
Washington State...Internet Address: https://wws2.w a.gov/dol/ucc/

Region 2

Idaho, Montana, Wyoming, North Dakota, South Dakota, Nebraska.
State to File electronically:
Idaho State...Internet Address: http://www.idsos.state.id.us/online/ucc/uccSession.jsp

Region 3

Texas, Oklahoma, Kansas, Missouri, Arkansas, Louisiana
State to File Electronically: Texas
Internet Address: http://www.sos.state.tx.us/corp/sosda/index.shtml

Alternate State to File Electronically: Kansas
Internet Address: https://www.accesskansas.org/apps/uccfilingkansas.orWapps/uccfiling

Region 4

Minnesota, Wisconsin, Iowa, Michigan, Illinois, Indiana, Ohio
State to Electronically File: Wisconsin
Internet Address: http://www.wdfi.org/ucc/instantucc.wdfi.org/uce/instantucc/

Region 5

Kentucky, Virginia, Tennessee, North Carolina, South Carolina, Alabama, Mississippi, Georgia, Florida
State to Electronically File: Kentucky
Internet Address: http://ucc.sos.state.ky.us/ucc9/fileonlinehome.asp

Region 6

Massachusetts, Maine, New Hampshire, Vermont, New York, West Virginia, Pennsylvania, Delaware, Maryland. New Jersey, Rhode Island.
State to File Electronically: Massachusetts
Internet Address:
http://corp.sec.state.ma.us/portal/UCC/UCCMain.htmportal/UCC/UCCIVIain.htm

Alternate State to File Electronically: Maine
Internet Address: http://www.state.me.us/sos/cec/ucconline/

Alternate State to File Electronically: Delaware...http://ecorplress:
http:/It.sph/ecoeco.de.us/defauItsph/ecorpWeb.class/secure/Regist ration UCC1.jsp

Alternate State to File Electronically: New Jersey
Internet Address: https://www.state. nj.us/treasury/revenue/dcr/filing/ucc_lead.htm

States that do not usually accept Mail if filings:
IN, AL, AZ, CO, NJ, NM, NY, NC, ND, NV, MO, OH, PA, SC, VA, IL, OK, DE, MT

For Naturalized People, Foreign Citizens, Foreign Birth Certificates, etc...
Electronically File in Washington D. C.
Internet Address: http://www.landata.com/ucc/template.htm

Sample #2 - Letter of Credit

Jennifer Document, Notary Public
[Address]
[Address]

Witness for: John Henry Doe

[Date]

RE: Account# _____ OR Letter dated: _____

Dear _____,

As it is my intent to expedite this process to reach settlement and closure on this matter as soon as possible, I have accepted your [letter, demand, or _____] dated _____ for value, endorsed it, and hereby returning it to you in exchange for the discharge of the charges using exemption #123456789. I do not dispute any of the facts. My records indicate the balance on account #_____ is zero. If you have evidence to the contrary or that my process for settlement is prohibited by law, please send a full accounting or the prohibiting law upon which you rely, to the notary identified above within ten days of your receipt of this notice of my acceptance. If you have no reasonable commercial excuse for delaying the settlement of the account, please settle and adjust your records and send confirmation of same to the notary identified above, within ten days of your receipt of this notice of my acceptance. In the event you choose not to respond to this notice and request, I will accept your silence as your agreement that the balance on the amount is zero, and I will settle the account myself through registration.

Submitted this _____ day of _____ 2014

_____
John Henry Doe

Sample #3 - Notice of Preauthorized Use of Credit

John Henry Doe
c/o [Mailing Address]
[Address]

Jack Lew, Trustee
US Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Registration # _____ RRR
Date _____

RE: Account # _____

NOTICE OF PREAUTHORIUZED USE OF CREDIT

Certified # _____ [# used to mail acceptance to creditor]
Registration # _____ [# use to mail this notice to Jack Lew]

Mr. Lew:

I hereby authorize ABC Corporation to use my exemption, through Fedwire through the TTL account of Claimant's Bank, to settle the above-referenced account, by adjustment and offset through the undersigned's private Set-Off Account, as follows:

Creditor to the Order of: **ABC Corporation**

Amount: **$**_____
[value written in words] and no/100

For Further Credit to: **Account #** _____ [to be supplied by current beneficiary]

Debtor: **JOHN H DOE 123-45-6789**

Sett-off Account No.: 123456789 – [closed account #]
Registered with the Department of the Treasury #<<RrtoSoT>>

Please use my private Set-Off Account for the adjustment of fees associated with this authorization.

By _____
John Henry Doe
Bond #123456789

Attachments:
Copy of [whatever was accepted and returned with a $ amount on it]

cc: file

Sample #4 - Certificate of Service

CERTIFICATE OF SERVICE

On _____ I mailed to:

[[[Name of recipient]]]
[[[Address]]]
[[[Address]]]

the papers identified as:

[description of paper included in envelope]
[description of paper included in envelope]

for John Henry Doe, by depositing them in a pre-paid, pre-addressed envelope, with the United States Post Office, certified mail # _____, Return Receipt Requested. I am over the age of 18 and not a party to the transaction involving the papers I mailed.

(Seal)

_____
[[[Name of notary]]], Notary Public

_____
My commission expires

- OR- -

CERTIFICATE OF SERVICE

On _____ I mailed to:

[[[Name of recipient]]]
[[[Address]]]
[[[Address]]]

the papers identified as:

[description of paper included in envelope]
[description of paper included in envelope]

for John Henry Doe, by depositing them in a pre-paid, pre-addressed envelope, with the United States Post Office, certified mail # _____, Return Receipt Requested. I am over the age of 18 and not a party to the transaction involving the papers I mailed.

_____
(((Name of Sender)))
(((Address)))
(((City, State, Zip)))

Sample #5 - UCC Financing Statement

[redacted]

ucc financing statement

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
ABC COMPANY (111)121-1212

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

ABC COMPANY
111 SOUTH STREET
SOMEWHERE, CALIFORNIA 90000

the above space is for filing office use only

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME						
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
DOE	JOHN		HENRY			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY	
123 SUNSHINE STREET	SOMEWHERE	CA	90000		USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	ABC COMPANY					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE		COUNTRY	
111 SOUTH STREET	SOMEWHERE	CA	90000		USA	

4. COLLATERAL: This financing statement covers the following collateral:

The following property is entered into this register as collateral for a debt:
All property held in the name of JOHN H DOE, pledged as security for the debt that secured party claims is owed on account # _____ , until such time as the claim is shown to have no validity.
The value of the claim is purported to be $ _____.
In the event said claim is shown to have no validity. Debtor will terminate this financing statement.
The security agreement supporting this financing statement is purported to be letter dated _____ claiming a condition precedent.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Sample #6 - Notary Public

FROM THE DESK OF JENNIFER DOCUMENT, NOTARY PUBLIC

Dear Clerk of the __(county's name here)__ County Recorder's Office:

Please record the attached documents in the following property's file:

[property address]
[property address]

[legal descriptions]

When recorded return to me:
[notary address]
[notary address]

Thank you,

_____
[Notary name]
Notary Public

- OR- -

Dated: _____

[Name of filing office (Secretary of State)]
[Address of filing office]

Dear Sir,
Please find the enclosed UCC-1 Financing Statement for:
[First Name] [Last Name], Secured Party

Please file these documents and return the acknowledgment.

Enclosed is a money order for $ _____ for the filing fee.

Thank you,

[First Name] [Last Name]

Sample #7 - Notice and Affect of Failure To Respond Letter

January 9, 2014
From: Jennifer Document, Notary Public
[address]
ABC COMPANY
[address]

NOTICE AND AFFECT OF FAILURE TO RESPOND

Re: Account # _____

Dear Account Manager"

Regarding instrument #RR _____ US received by you January ____, 2014 as consideration to settle the Account, I have not received notice of the Account being adjusted.

I presume one or more of the following situations is true:

1. You applied the consideration to settle the Account;
2. You elected to cancel the debt;
3. The instrument tendered to you was in some manner defective in form or substance;
4. You received the tendered instrument and have failed to ledger it to settle the Account.

If you elected to cancel the debt, whereby ledgering it and therefore settling and closing it, I will assume you just forgot to notify me that the Account is settled and closed.

If the instrument tendered to you was in some manner defective in form or substance, then I will assume you received a Certificate of Protest/Notice of Dishonor from the drawee and you forgot to send me a copy. I assume you will agree that your failure to send a copy to me resulted in a violation of substantive due process rights. If in fact, you have in your possession a Certificate of Protest/Certificate of Dishonor to the instrument, I assume you have accepted the liability of the debt.

If you received the tendered instrument, but failed to ledger it to the Account in 30 days, then I assume as a direct and proximate result thereof, you have converted my tender offer; and by that act of conversion you are liable to me for the face value of the instrument.

If you fail to send me a response to this Notice within three (3) days, you either:

1. Agree that one or more of the four facts stated above is true, by your failure to rebut them or clarify your position, or;
2. Agree that you have ledgered the Account, thereby closing and settling it; therefore, you have no outstanding claim against JOHN H DOE or against the Account.

Thank you for your attention to this Account.

Peacefully,

_____
By John Henry Doe for JOHN H DOE

Sample #8 – Declaration By Affidavit

[Name] Dated: _____
c/o [Mailing Address]
[Mailing Address]

[State])
) ss Declaration by Affidavit
[Deed County] County)

Having been duly sworn, Affidavit declares the following"

1. I, [Name], Affiant, and competent to state the matters included in this declaration, has knowledge of the facts, and hereby declare to the best of my knowledge, the statements made in this affidavit are true, correct, complete, and not meant to mislead, and are made under my full commercial liability.
2. On or about [Date], I created and recorded a Notice of Acceptance regarding account #_____ with attachments, and requested that (Notary Name], a notary public, mail a copy to [Name of Respondent] at [Address].
3. In said Notice of Acceptance, I requested that the Respondent _____, thereby terminating the claim against the property of JOHN H DOE, that was made or implied in the Respondent's presentment dated _____.
4. Having received no response OR no evidence of compliance with my request, I created a Notice of Non-response and requested that [Notary Name], notary public, mail it to said Respondent, to give him another opportunity to fulfill my request.
5. Said Notice of Non-response included my request that the Respondent mail his particular statement to the notary public if he had an excuse for not performing as I had requested.
6. I also informed the Respondent that his interest would be terminated if he failed to correct the error.

Further Affiant sayeth not

_____
John Henry Doe, Affiant

[State]
ss
[Deed County] County

I, _____, a Notary Public for said County and State, do hereby certify that _____*[Name]*_____, personally appeared before me and signed the foregoing.
Witness my hand and seal this _____ day of _____, 2014.

_____ _____
Notary Public My Commission expires

Sample #9 - Notice of Non-Response

Notice of Non-Response

Certified Mail # _____ RRR

Notary Public: [Notary Name]
[Notary Address]
[Notary_City_State_Zip]

Date: _____

To: Name of Respondent
Address
Address

NOTICE TO AGENT IS NORICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
Void Where Prohibited By Law

RE: Account #_____

A Notice of Acceptance and a request to _____ was delivered to you on or about **DATE** at [Address]. The request was received and accepted by you as evidenced by Certified Mail Return Receipt for package # [Certificate 1] and by the notary's Certificate of Service verifying the contents of the Certified Mail package.

In the event your dishonor through non-performance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice of Non-Response.

Please withdraw your claim and provide a settlement statement for the subject Account, to me through the notary identified above within ten (10) days of the date.

If you have an excuse for not performing as requested, please mail your particular statement to the notary at the address noted above.

Your specific performance or statement is expected no later than ten (10) days from the date this Notice is postmarked.

Thank you for your prompt attention to this matter.

_____
[Name]

Sample #10 – UCC-3 Financing Statement Amendment

[redacted]

uc c fin anc ing st ate ment amendment

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

JOHN HENRY DOE
123 SUNSHINE STREET
SOMEWHERE, CALIFORNIA 90000

the ab ove sp ac e is for f iling office us e onl y

1a. INITIAL FINANCING STATEMENT FILE # (# OF UCC FINANCING STATEMENT)

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ■ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ■ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

[redacted]	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ■ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

The following property is being removed from the public record as collateral for an obligation on a claim made by the secured party that has been shown to be invalid:
All property held in the name of JOHN H DOE, pledged as security for the debt that secured party claimed was owed and secured by financing statement # _____, and is hereby terminated.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ■ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
DOE	JOHN	HENRY	NONE

10. OPTIONAL FILER REFERENCE DATA

fi li ng offi ce c opy – NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) – CALIFORNIA (REV. 01/01/08)

Sample #11 – Notice of Termination

Certified Mail # _____ RRR

Dated: _____

Jennifer Document, Notary Public
[Notary Address]
[Notary_City_State_Zip]

For: JOHN H DOE

Name of Respondent
Address
Address

RE: Account # _____

I am a notary public for the State of California. Please find enclosed a copy of the UCC-3 that terminated your interest in the property that was pledged as security for the debt you claimed was owed by JOHN H DOE. In the event you believe there is a defect(s) in the process that resulted in the elimination of your interest in the subject property, you may present evidence of such defect(s) to me within ten (10) days of the date this notice is postmarked, and I will forward it to JOHN H DOE.

_____
Notary Public

(Seal)

Sample #12 - Confirmation Letter

When Recorded, Mail to:
[Name]
c/o [Mailing Address]
[Mailing City_State_Zip]

[Notary Name], Notary Public
[Notary Address]
[Notary_City_State_Zip]

Certified Mail # _____ RRR

Dated: _____

CONFIRMATION LETTER

TO: Name of Respondent's
Address
Address

RE: Account # _____

Thank you for your agreement that there is no defect in the process that lead to the termination of your interest in the property that was pledged as collateral for the claim you made against JOHN H DOE. ACKNOWLEDGEMENT IS HEREBY GIVEN confirming that, [Name of Respondent] has agreed there is no defect.

Dated this _____ day of _____, 2014.

[NAME]

OWNER: _____
By [Name]

Creditors And Their Bonds

Bond. In every case **a bond represents debt**—its holder is a creditor of the corporation and not a part owner as is the shareholder.
The word "bond" is sometimes used more broadly to refer also to unsecured debt instruments.

(Definitions used here are generally from Black's Law Dictionary, 6th Edition.)

1) Bond supporting credit authorizations

This bond is the debt side of the implied contract that resulted when your grandparents took all their gold to the Federal Reserve Banks by May 1, 1933.

A bond is always evidence of a debt.
It can be a liability to the debtor or asset to the creditor.

This bond is also the implied debt that resulted when you applied for a birth certificate for new entities (straw men) you requested that the States create when you had your babies. You put a description of your baby on the application. This tied the baby and the new straw man together as long as the described baby man lived. When the man dies, the straw man is terminated by the State with a Death Certificate. It has no commercial energy without the man.

Straw man: A "front"; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one (JOHN) who acts as an agent for another (John) for the purposes of taking title to real property and executing whatever documents and instruments the principal (John) may direct respecting the property. Person (JOHN) who purchases property for another (John) to conceal identity or real purchaser, or to accomplish some purpose otherwise not allowed. (*Remember: You cannot mix public and private.*)

Implied Partnership: One which is not a real partnership but which is recognized by the court as such because of the conduct of the parties (the defendant trust and you as trustee, as the defendant's surety); in effect, the parties are estopped from denying the existence of a partnership. (*That is a dishonor.)*

This bond is also the implied debt that resulted when you applied for a title to a car, a mortgage, or any other loan that resulted in collateral being registered with the State.

You cannot be required to pledge your substance, but you can voluntarily pledge it to help the US through its bankruptcy status.

Pledge: A bailment.

Bailment: A delivery of goods or personal property, by one person (bailor) [straw man] to another (bailee) [State or US], in trust for the execution of a special object [exemption] upon or in relation to such goods.

If you do not volunteer, you may be given "choices" to make it easier for you to volunteer, but you must always do this voluntarily. You are not asked to GIVE your substance, only to pledge it, while you keep possession of the substance. In return you get the implied bond. The straw man received a Social Security number. The correlating private side number is the exemption identification number—same digits, just no dashes.

Public debt number = 123-45-6789	Straw man / Debtor / agent of the US or State
Private exemption number = 123456789	Creditor

The straw man is a creation of the debtor corporation, so it is presumed to be an officer, agent, or employee of the debtor corporation. It must file tax returns and must follow all the corporate rules and regulations (public laws).

The man, on the other hand, is not a creation of the debtor corporation, but is the presumed representative of the straw man. The man is also the one who has the creditor side of the debt the US owes. This the national debt—at least part of it. Part of the national debt is owed to the people who pledged their substance in return for an exemption from "paying" public debts. The US runs on credit. It does not have its own credit. Everything is backed by the full faith and credit of the people. We have to have the faith the US will honor its debts, and we have to know how to use our credit. The straw man cannot use your credit on its own, bit it can use it if you authorize it. Our authorization is backed by the implied contract and the resulting bond (debt) the US has to the people. As long as the people are not acting like debtors and victims, they can use their credit. When the people start acting like debtors (straw men), they dishonor their own heritage and rights.

Your private instruments are backed by this bond. The number on the bond is 123456789 for John Doe.

2) Bond for discharge

This is the creditor / holder's side of the bond (evidence of debt). When you use a bond for discharge, you are using your credit backed by the implied bond (debt) resulting from your pledges to help the US through its bankruptcy. There is no value limit to this bond, as you

voluntarily agreed to pledge every bit of substance you ever get until the money is put back into circulation. All the substance you have (cars, dirt, shoes, food, toothbrushes) was acquired by giving the merchants Federal Reserve Notes.

You can never get title to things unless you pay for them. Since there is no money in the US, only debt paper, every time you get a pair of shoes, you are exchanging a debt for the shoes. In the US, since 1933, that is an acceptable practice. Outside the US and its States, in the states, that is not acceptable. If you tried to get shoes without paying for them in the states, you would be put in jail for stealing, but in the jurisdiction of the US, you can get possession of the shoes by giving the merchant a real asset from the private side (substance). The only substance that is yours is your exemption. That equals to credit in admiralty and equity.

March 9, 1933 — 73rd Congress
MR. PATMAN: "Under the new law the money is issued to the banks in return for Government obligations, bills of exchange, drafts, notes, trade acceptances. And banker's acceptance. The money will be worth 100 cents on the dollar, because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation."
MR. PATMAN: "The money so issued will not have one penny of gold coverage behind it, because it is really not needed."

These bills of exchange are government obligations to the public corporations and to the private investors. These banker's acceptances are government obligations. When you accept a presentment for value and return it, you have just done a banker's acceptance. Public banks can also do a banker's acceptance. It is not limited to just one side or the other.

Have you asked who is ISSUING the new money to the banks? Can the Government issue money to the banks? Can other banks issue money to the banks? Where is the money that is going to be issued to the banks? Where does the bank go when it wants to issued more money? The people have always been the private bankers in the states in America. Now we also have public bankers, the people dug the gold and silver from out of the ground, have it minted, and then put it into circulation. Now the people sign notes, give them to the banks to turn into "debt money", and the banks put the debt into circulation "as money". It would be against the law for the people to do that. They have to issue their credit (money) to the bank to do this through the straw man. When you use the US bond (even though it is an implied bond), to discharge a public debt, the debt is discharged. House Joint Resolution 192 is the written public (insurance) policy guaranteeing this can be done. The people are still issuing new money to the banks by signing notes and giving them to the banks.

Implied: This word is used in law in contrast to "express", i. e. , where the intention in regard to the subject matter is not manifested by explicit and direct words, but is gathered by implication or necessary deduction from the circumstances, the general language, or the

conduct of the parties.

Implied promise: Fiction which the law creates to render one liable on contract theory so as to avoid fraud or unjust treatment.

Using the bond (debt) to discharge another debt is common in the US. Mr. Patman said the new money represented the mortgage on all the homes and other property of the people in the Nation. He used the word "Nation" with an expansive intent. There were and are no people in the Nation. The nation is a political fiction. But, there are people behind all the straw men, which are the nation. On a mortgage there is always a debtor and a creditor. The new money was issued based on the people and US corporations turning in their gold. The corporations were controlled by the US, but the people were not. The corporations had no choice, but the people did. The people volunteered to enter an implied contract with the US. The New Deal was announced in Congress in March 1933. The executive order was given in April 1933. The gold had to be turned in to the Federal Reserve Bank by May 1, 1933. The Congress proclaimed its public policy in House Joint Resolution 192 in June 1933. The new public policy was that no creditor on this new mortgage could require payment in any particular form of US coin or currency. As creditors, the people could not require payment on the new mortgage in gold. Neither could any other creditor. That New Deal made the people who participated on the salvation of the US corporations and creditors. It also made debtors of the US corporations and their officers, agents, and employees—including all the straw men.

This is an example of the set-off and adjustment of mutual debts. The straw man owes debt to a US corporation or agency, and the US owes a debt through an implied promise to the man. The US can never pay the man, because there is no money, but the US can give the straw man debt money it can use in commerce in the US to get possession of products and services for you. You get to use the products and services. When you use the bond to discharge a public debt, you have used your exemption (credit), which is only the title you can have on the private side. You are an investor in the US corporations. That does not make you an owner. It makes you a creditor.

3) Appearance bond

This is a bond that assures you will appear in a court proceeding. It is not a catchall bond that covers everything that will come up in the case. To get the appearance bond you have to give your word (bond) that you will appear to finish settling the accounting. It is issued by the hearing officer, if it is requested and IF there is no controversy. If you are honorable enough not to start arguing with the hearing officer or the complainant, and the prosecuting attorney, you can get this bond.

There must be no controversy. The fact is established by your voluntary act of accepting the

charging instrument for value and returning it. In doing so, you are exchanging your exemption (credit) for the discharge of the charge(s). You are bonding your pledge to appear and settle. It if were not voluntary, that would be bondage. You must tell the hearing officer that you are not disputing any of the facts.

Dispute: A conflict or controversy; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other. The subject of litigation; the matter for which a suit is brought and upon which issue is joined, and in relation to which jurors are called and witnesses examined.

When you enter a dispute, you join the issue and confirm the existence of what was just an idea, making it materialize and give subject matter that can be tested by a jury or witnesses.

Once you ask for the bond, it is yours. If you ask for it again, it will appear that you do not know you already have it, and the hearing officer will proceed as though he is talking to a debtor / straw man. A debtor / straw man does not automatically get an appearance bond. It may be required to pay for a bail bond. An appearance bond with conditions incorporates a cost to you.

If you requested the appearance bond at no cost to you, there will be no conditions to the release. If you do not ask for it that way, there may be conditions—like drug testing, required meetings in court officers, or required daily or weekend phone calls. Those are a cost to you, as they take your time and your property.

If you don't appear AND settle the accounting, you will be in dishonor of your word (your bond), and the appearance will be revoked. They will not tell you it has been revoked. Your dishonor will then be used to carry out the presumption that you are representing the straw man in a fiduciary capacity, and that you are in breach of your fiduciary duty. That is not allowed in equity. Then the debt of the straw man will be put on you. If there is not enough property held in the name of the straw man to cover the dishonor, or if you as trustee refuse to turn over the trust property to settle the debt, they will take your body as surety for the debt. It is the trustee's body being taken. You volunteered to be the trustee.

Charging order: A statutorily-created means for a creditor (Plaintiff) of a judgment debtor (Defendant) who is a partner of others (you) to reach the debtor's beneficial interest in the partnership (your credit),without risking dissolution of the partnership. (*Uniform Partnership Act, ss 28)*

The purpose of the court case is for the judge to test the facts of an accounting. He is the auditor in a possible dispute between a debtor and a creditor. The creditor always wins. It is a

matter of how much the debtor will pay that is being determined in a court case.

Audit: Systematic inspection of accounting records involving analyses, tests, and confirmation. The hearing and investigation had before an auditor. A formal or official examination and authentication of accounts, with witnesses, voucher, etc. (Latin *audit*, he hears, a hearing, from audio—**to hear**)

Auditor: An officer of the court, assigned to state the items of debit and credit between the parties in a suit where accounts are in question, and exhibit the balance. Under Rules of Civil Procedure in many states, the term **"master"** is used to describe those persons formerly known as auditors.

Magistrate: (Latin *magister*—**a master**, from *magia*—sorcery, from Greek *mageia*—the theology of Magicians)

Vouch: To give personal assurance or serve as a guarantee.

Voucher: A receipt, acquittance, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts.

4) Surety bond

The surety bond is used to subrogate liability from one party to another. It is similar to an indemnity bond. You can issue a surety bond to relieve someone, who is in dishonor, of potential financial damage. You can indemnify an honorable party who may have made a mistake, by volunteering to be his surety. This is often the case with a judge. If you do this, you are moving into a creditor position because you are taking responsibility for the actions of another. Three parties are required: 1) the one who is volunteering to be the surety, 2) the debtor, and 3) the creditor. There can more than one creditor and more than one debtor. Creditor status can change during the case. When you become the creditor, someone has to be the debtor. If the prosecuting attorney signed the complaint, and there is no bond in the case file, and there is no signed security agreement, he is going to be the debtor. If he acts honorably and tells the judge he wants to settle or have the case dismissed, he stays in honor. You may have to authorize him to sign the check to settle the accounting. If he acts in dishonor, he is the one who will be left holding the bag. You can bond the parties and/or bond the case. (*See Case Bond in next section)*

Suretyship: The relationship among three parties whereby one person (the surety) [you] guarantees payment of a debtor's (Defendant) debt owed to a creditor [Plaintiff] or acts as a co-debtor [co-defendant]. Generally speaking, "the relation which exists where on person

[you] has undertaken an obligation, and another person [Defendant] is also under an obligation or other duty [to give energy/credit] to the obligee [Plaintiff], who is entitled to but one performance, and as between the two are bound [you and the Defendant], one rather than the other should perform."

Suretyship bond: A contractual arrangement [created by your mother's signature on the application for the birth certificate] between the surety [you], the principal [Defendant] and the obligee [Plaintiff] whereby the surety [you] agrees to protect the obligee [Plaintiff] if the principal [Defendant] defaults in performing the principal's contractual obligations [discharging debt, or in anyway dishonors the Plaintiff]. The bond [your written word] is the instrument which binds the surety [you].

The surety bond is delivered to the one who dishonored you. It is wise to have evidence of the dishonor before you issue a surety bond. Satisfactory evidence could be a certificate from a notary after an administrative process has been completed to assure there was really a dishonor. You might just think you were dishonored.

If you are in dishonor yourself, and have not corrected that mistake, you are not in a position to be claiming you have been dishonored. This is a very narrow window. You must always approach equity with clean hands.

The surety bond is also delivered to the bonding company if the in the dishonor is a public officer with a bond. It is also delivered to the clerk of the court, if there is a court case in progress. Always get a certified copy of the surety bond from the clerk after it is filed.

5) Case bond

This bond is in the nature of a replevin bond. A replevin bond was formerly used in common law (equity) when there was a dispute and one party chose to file a claim in court against another party in possession of property in dispute. The moving party was required to bond his charge (claim) before he could get temporary possession of the subject property. The replevin bond was double the value of the subject property. Part of it was to indemnify the sheriff who seized the subject property from the defendant in possession. The other part was to guarantee the defendant would be reimbursed at least for the value of the seized property if it were not returned to him in the event he won the case.

In equity all charges need to be bonded. You have heard: "Put your money where your mouth is." That is what is happening when charges are brought in court and the moving party bonds the case. This policy assures the defendant will not be damaged by an unsupported complaint.

Charges are rarely bonded in modern court procedures, until after the case is decided. By that

time, the defendant is almost always in dishonor, so the prosecuting attorney can use the defendant's dishonor to bond the case. It is really the defendant's representative that is bonding the case. Again it is the man's credit that gives life to the bond. If the defendant is in dishonor because of what its representative (trustee) said or did not say or did not do, it is the trustee's credit that is used to satisfy the debt—discharge the bond.

You can voluntarily bond the case if there is no bond already in the clerk's file. Be sure to get a certified copy of the docket sheet as evidence there is a bond in the case, before you issue the bond. When you bond the case, you are the creditor and creditors win. If you bond the case, become the creditor, and then dishonor the judge, the attorneys, or the process in any way, you will lose your position as creditor and go back to representing the defendant. All the dishonors are pinned on the defendant even if you are the one who went into dishonor through your words or your actions. The defendant cannot talk or act. It all comes from you.

If you bond the case and underwrite all the obligations /loss/costs of the honorable citizens of the State of California, that would include the attorney, as long as he is honorable. If he is not, he refuses the indemnification and volunteers to have his dishonor give the commercial energy to the settlement. It is up to him. The judge will go along with what he requests. Usually, the attorney will tell the judge that the plaintiff moves for dismissal.

6) Performance bond

Performance bonds guarantee that the parties to a contract will not be damaged by the product or lack of conduct of an officer. This could include an executor, trustee, officer of a court, officer of a corporation, guardian, etc. Whenever there is a fiduciary duty, there may be a need for a performance bond. An oath is a performance bond in common law. In the modern States and integrated court system, bonds are backed by insurance companies. They are actually insurance policies.

Performance bond: Type of contract bond, which protects against loss due to the inability or refusal of a contractor to perform his contract. Such are normally required on public construction projects.

Official bond: A bond given by a public officer, conditioned that he shall well and faithfully perform all the duties of the office.

Contractor: One who in pursuit of independent business undertakes to perform a job or a piece of work, retaining in himself control of means, method and manner of accomplishing the desired result.

Construction: Interpretation of statute, regulation, court decision or other legal authority. The process, or the art, of determining the sense, real meaning, or proper explanation of obscure, complex or ambiguous terms or provision in a statute, written instrument, or oral agreement, or the application of such subject to the case in question, by reasoning in the light derived from extraneous connected circumstances or laws or writings bearing upon the same or a connected manner, or by seeking an applying the probable aim and purpose of the provision. Drawing conclusions respecting subjects that lie beyond the direct expression of the term.

Refusal: The act of one who has, by law, a right and power of having or doing something of advantage, and declines it...a refusal implies the positive denial of an application or command, or at least a mental determination not to comply.

Power: Authority to do any act which the **grantor** (you) might himself lawfully perform. The following is taken from *In Search Of Liberty In America*:

Why do officers of government hold positions called "trust or profit"? Look at some constitutions to find this phrase. References to the Constitution for the United States of America are provided below.

"...any Officer of honor, Trust or Profit under the United States" —Article I, Section 3

"...any Officer of honor, Trust or Profit under the United States" —Article I, Section 9

"...no Senator or Representative, or Person holding an Office of Trust or Profit under the United States" —Article II, Section 1

"...any Office or public Trust under the United States" —Article IV, Clause 3

Suffice it to say, trillions of dollars in assets are being held in these Trusts in America today. You can verify this if you study the Comprehensive Annual Financial Reports that each corporate entity within the United States empire is required to have.

If the Trust transfers possession of trust assets to another, the trustee can make rules and regulations for the use of the Trust property and also rules for the conduct of those "persons" accepting protection or receiving Trust property. Trust property may remain in the so-called public forum held directly by the Trust or its officers or corporations, or it may be conveyed into the private domain. It is all effectively Trust property, public and private, until it is taken out of the protection of Trust.

Rules To The Game

RULE # 1: The fiction and the real cannot mix. The public and the private cannot mix.
RULE # 2: Stay in honor at all costs.
RULE # 3: There is no money.
RULE # 4: Do not participate in public plays.

RULE # 1: The fiction and real cannot mix. The public and private cannot mix.

You cannot create a public debt.

That is against the law.

A creditor can issue a bond (evidence of a public debt) and use the bond to discharge other public debts.

You cannot use the public Federal Reserve routing numbers on the private credit instruments you issue.

Those routing numbers are public.

You cannot use the pre-printed public bank checks to represent your private credit.

Those checks are public.

Your credit instruments use your private routing number (EIN) with the closed account number.

You are a private banker.

The closed account number was accepted and put on a UCC-1 Financing Statement.

Your acceptance of the account number takes it to the private side for adjustment and setoff.

You gave notice to the U. S. Treasury Secretary, or his predecessor, that you had accepted the account as collateral.

Your secured party collateral rights are private.

You are a secured party on the private side even without filing a UCC-1.

The UCC-1 is to give notice on the public side of collateral rights.

That is why you can use the account for adjustment and setoff of public debts.

There is no money on the private side.

Debt is used on the public side to discharge other public debts.

There is no money on the public side either, but debt is accepted “as money”.

The debts that are owed to you by the public, can be used to discharge public debts.

A debt is a liability to the debtor and an asset to the creditor.

You are the creditor, so you are using your asset, a bond, each time you use your credit.

You can bond your bill of exchange, or use a bond.

Either way, it is a bond (evidence of a public debt owed to you) that discharges the public debt.

If the state cannot file a claim against you, because it is a fictitious entity and you are the real man, then it must file a claim against a straw man to get to you. What is it trying to get? Does it want your body in jail? The money in your bank account? Your house? Your business?

The answer is NO. It wants your credit. It already has the rest of it, because everything is either registered or found on registered property. The State does not want the things that are held in the name of the straw man, but it has no compunction against taking those things, if you dishonor it in any way. All those things, except your body, belong to the straw man, which is an officer, agent, or employee of the US or one of its States. They do not belong to you. The “money” (Federal Reserve Notes) belongs to the Federal Reserve, because it is the entity that created it. The straw man just gets to use it as long as it follows the Federal Reserve rules. The title to the real property associated with your house is held by the straw man. The business license for your business was issued to the straw man. The registration for the car names the straw man as the owner. The driver's license was issued to the straw man. None of these assets belong to you. They are all pieces of paper that belong to the straw man., UNLESS it fails to follow the rules.

The presentment has a complainant—a moving party. What is it trying to move? What is the complaint? It is usually using a statute as the grounds for the complaint. If public and private

can't mix, the complaint must be against the public straw man—not you. Why would the State care if a piece of paper violated a public (fictitious) law? What is the motivation?
The State is trying to move you to let it use your credit. If you refuse, the State can move the court to grant relief from your dishonor. Does the State really have a complaint, or is it just asking for your help? Maybe its complaint is that it is out of "money". There is no money. None of the private side (gold and silver). None of the public side (except your credit).

What does the office manager do when it needs more money for paperclips? It requisitions the guys on the top floor for money to buy more paperclips. Do the bosses say, "No Way!"? Of course not! That would be counter-productive to the purpose of the business. Think of the State as your business. You need to be sure there are enough paperclips, or the business may fail. Why would you refuse to honor the requisition? Why would you argue about whether or not the requisition form was filled out properly? Why would you deny that you are the proper party to fulfill the requisition? Why would you ignore the requisition? Why would you get mad and start charging the messenger with fraud? If you ignore the requisitions and spend all your business's money trying not to fulfill the requisitions, the business will fail. Where would that leave you? Your business is down the tube. You might be put in jail for breach of contract. Your property has been taken to pay the corporate attorneys. Your money is gone. All the people who depended on your business have to find other sources of your products and services. You are a very irresponsible business man. If you had just honored the requisition, you would still be on the top floor. Instead, the trust assets are gone and you are making license plates.

The State has no substance. It has no money. It has no inherent right to anything, except what it has created—like the straw man. It has a very important function. It has been charged with providing for the means by which you can go into grocery stores, gas stations, libraries, shopping malls, airports, car dealerships, and Walmarts. If it does not get "money" from somewhere, it cannot continue to provide the infrastructure you find so convenient. The only

source it has is taxes. License, permit, and registration fees are a source of income for the State, but that is not sufficient for the giant octopus feeding machine we have grown to love and depend on. It needs to feed off your credit, and if you don't voluntarily let the State use it, the State will use your dishonor to take it.

If you have filed a claim against the straw man, the State doesn't even control that anymore. If you have named the Secretary of State as the secured party, it has additional expenses as trustee of the property held in the name of that straw man. The situation is getting worse for the State. Where will it get the money it needs to continue supplying all the services you expect from it? It has to go to you and ask for your credit.

Have you ever had to ask your dad for financial help after you left his house and were out on your own? It is embarrassing! The State does not to ask if it can use your credit. It will have to find creative ways to ask for it, get it, and save face in the process.

The trick is for the State is to ask for your credit without the unenlightened persons/US citizens being able to see it. The State must have your credit, AND it is going to get it one way or the other. It is going to get it the easy way or the hard way. It is all up to you.

So the only thing the State can't take is your body and other substance in your possession, UNLESS you voluntarily authorized the State to use it. You always have a choice to retain possession of your substance, or let the State take possession of it. Remember: possession is 9/10th of the law. What is the other 1/10th then?

HONOR

RULE # 2: Stay in honor at all costs.

Your mission should you decide to accept it, is to honor the State when it asks you (in its

aggressive way), to let it use your credit (exemption). The State is raising you up as a creditor every time it gives you a presentment. It is your choice. You can honor the State by accepting its presentment and issuing an authorization VOLUNTARILY for it to get enough of your credits to equal the value of its presentments—dollar for dollar, OR you can VOLUNTARILY dishonor the State by refusing, arguing, making it prove its claim, or defending the straw man, pretending the State has no right to make its claim.

Wow! That is a hard choice. You can voluntarily authorize the State's use of your exemption, or you can voluntarily dishonor the State, at which time it will use your dishonor to take property from the straw man or take your body and collect rent while you sit in jail. Gee—what should I do?...What should I do?

There is an easy way and a hard way. The choice is always yours. The State is following your lead. If you argue or defend, it gets to use your exemption AND maybe take some of your possessions besides. If you accept and authorize the State to use your exemption, it is required to accept it. What do you have to lose? Is your exemption limited? Can it be depleted? No. What difference does it make if the State gets your exemption? The difference is, the grocery stores and Walmarts stay open. The fire department responds to fire calls. The garbage trucks pick up your garbage, and the streets are repaired.

If you understand how to stay in honor, it is a win/win situation. If you do not know how to stay in honor, it might be a win/lose situation, with you losing. The State will get what it wants either way.

RULE # 3: There is no money.

What do you use to pay your bills? If there is no money, what does the State use to pay its bills? Do you really have any bills? Whose name is on the contract with the electric company,

the mortgage, the credit card, or the student loan? It isn't your name. It is a straw man's name.

The constitution says...no state shall make anything but gold or silver coin a tender in payments of debts. Well there it is—a prohibition against the States. Does it say the United States or its agents can't use something other than gold or silver for payment of debts? No! Since there is no gold or silver coin in circulation in the United States, and all the businesses you have grown to love are in the United States, it is a good thing the United States has created a straw man for you to control and Federal Reserve Notes for it to use like you would use money, if you had some.

The straw man is able to pay all its bills with Federal Reserve Notes. You can't but the straw man can. Isn't it great that you control a straw man/person? The trouble is—the straw man can't get a real title to anything it "buys" with Federal Reserve notes. You can get possession of the substance, but you get to only retain possession as long as you stay in honor. The straw man stays in equity honor, and fulfill your fiduciary duties as the presumed trustee. If you choose to go into dishonor, you voluntarily give up possession of whatever property the State wants to take to get the credits it needs to keep its business ventures going.
Nothing personal—just business.

RULE # 4: Do not participate in public plays.

When the State invites a straw man to participate in one of its revenue events, you have options. The presumption is that you will volunteer to represent the accused straw man. They are pretty sure you will do that because you always have before. Think of the event as a play.

The play has actors with scripts. Each actor knows the plot, his lines, and the outcome. Their play has been practiced over and over in every county in every state. The outcome is almost always the same. A man (not one of the scheduled actors) crashes into their play, and carries

out the plot. Without the man, the whole plot changes. The outcome changes. They need the man to get the same ending as they always have before. When the man does not participate in the play, there is confusion and chaos. The planned script does not work without the man.

The usual scenario includes the man volunteering to represent the accused straw man, as a trustee. Each time a straw man is charged a new trust is created. It is even possible that each time the straw man's name is spelled in a slightly different way in the complaining presentment, a different trust is created. There might be 2 or 4 different trusts referenced in the same presentment. Each trust is going to produce income for the plaintiff, IF the script is followed as planned.

It all has to do with trusts.

Everywhere you look, there are trusts. The straw man is a trust when it is named on a complaint, indictment, or traffic ticket. Sometimes it is a cestui que trust when it is the beneficiary of another trust. Sometimes it is the trustor of another trust. Sometimes it is a corporation sole. Sometimes it is a defendant. Sometimes it is a plaintiff. Sometimes it is a debtor. Sometimes it is a secured party. It is a very versatile vehicle or tool.

There are always at least three parties to a trust. No one OWNS a trust on the private side; but on the public side, there is always a "responsible party", who is deemed to be the owner to the trust. This is a fallacy that is often used by the State in relation to trusts that have real property as the trust corpus. They always want to know who the owner of the trust is. A trust is just an agreement among three or more parties. The trustee holds the legal title to the trust corpus, and is the one deemed to be the owner of the public trust. It is useless to argue with public persons about the status of a "private" trust, "common law" trust, "pure" trust, etc. If the trust holds public property or is involved with Federal Reserve Notes, it qualifies as a public trust. The beneficiary holds the equitable title to the trust corpus. The title is bifurcated.

Trust: A legal entity created by a grantor for the benefit of designated beneficiaries under the laws of the state and the valid trust instrument.

Indenture: The document which contains the terms and conditions which govern the conduct of the trustee and the rights of the beneficiaries.

Exchanger: (exchange) To part with, give, or transfer for an equivalent.

Trustor: One who creates a trust. Also called settlor.

Settlor: The grantor or donor in a deed of settlement. Also, one who creates a trust.

Trust corpus: (trust property) The property which is the subject matter of the trust. The trust res.

Creator: One who creates.

Trustee: Person holding property in trust. One who holds legal title to property "in trust" for the benefit of another person (beneficiary) and who must carry out specific duties with regard to the property.

Legal title: One which is complete and perfect so far as regards the apparent right of ownership and possession, but which carries no beneficial interest of one person whom equity regards as the real power.

Beneficiary: Ones who benefits from the act of another.

Equitable title: A right in the party to whom it belongs to have the legal title transferred to him; or the beneficial interest of one person whom equity regards as the real owner.

Surety: A person who is primarily liable for payment of debt or performance of obligation of another.

Creditor: One to whom money is due, and, in ordinary acceptation, has reference to financial or business transactions.

For the original straw man trust, Mom was the Exchanger / Trustor / Settlor.

Your mother applied to the State of California for the creation of a trust. She chose the date of

birth for it. She chose its name. She requested evidence that it had been created = a birth certificate. She was the informant. She delivered the paper description of the original property of the trust Creator. It was a description of the real substance. The paper description was the original trust corpus. More trust property can be added later.

The State of California was the Creator of the original trust.

The State complied with mom's request and created a straw man with the name and date of birth your mother requested. She applied for a Social Security number for it. She put it into commerce by getting it medical records, a day care center matriculation number, a public school matriculation number, a Little League ID number, a library card number, etc., etc., etc. Sometimes the Creator is also the original Exchanger, Trustor, or Settlor.

Who is the beneficiary of the original trust?

The beneficiary changes each time a new trust is created. You are the original beneficiary though, IF you choose to use your beneficial interest. If you choose not to use it, the citizens of the state that created it are the beneficiaries. This is part of the Highest and Best Use principle. If the property is not being put to the highest and best use, it can be "borrowed" for a time and out to better use. You have not filed any claims against it, so why should it just sit there not being used? That first trust was created for your benefit, if you choose to use it. Remember, the reason the first party (creator) creates a trust, is for the second party (trustee) to manage the trust corpus for the benefit of a third party (beneficiary).

What is the trust corpus?

The State complied with Mom's request and created a straw man with the name and date of birth she requested. Mom is the one who put your physical description on the application for the certificate / evidence that the trust had been created. She "delivered" the description (7 pounds, 11 ounces, 19 ½ inches long, and a footprint). All of this was on paper. The paper is

the trust corpus. That was the consideration that was exchanged into the original trust. Exchanged for what? —the ability to gain possession (not title) of houses, cars, shoes, books, etc., without paying for them. She applied for a Social Security number for it. She put it into commerce by getting it medical records, a day care center matriculation number, a public school matriculation number, a Little League ID number, a library card, etc., etc., etc. All of these paper contracts between the trust and agencies of municipal corporations are true assets. These are all part of the trust corpus—the trust property. They are all property that can be used as evidence of contractual obligations the trust has OR as collateral for debts the trust owes. It appears the trust is using your description and your credit to gain assets. It has an obligation to <u>you</u>. Maybe these assets can be considered benefits for which you owe an obligation because of your close relationship with the trust, OR these assets can be considered collateral for the debt the trust owes to you.

Who is the trustee?

On the private side, if an appointed trustee resigns or dies, the trust corpus reverts to the beneficiaries or back to the trustor. It is useless to create a trust without appointing a trustee. The trust created by the state upon Mom's request must also have a trustee. The problem is, depending on how it is going to be used; the creation of the trust is a matter of construction and operation of law. This is a constructive trust:

> **Constructive trust:** Trust created by operation of law against one who by actual or constructive fraud, by duress or by abuse of confidence, or by commission of wrong, or by any form of unconscionable conduct, or other questionable means, has obtained or holds legal right to property which he should not, in equity and good conscience, hold and enjoy.
>
> **Construction:** Drawing conclusions respecting subjects that, *i. e.* beyond the direct expression of the term.
>
> **Operation of law:** The term expresses the manner in which rights, and sometimes liabilities, devolve upon a person by the mere application to the particular transaction of the established rules of law, without the act or co-operation of the party himself.

Default: An omission of that which ought to be done. Specifically, the omission or failure to perform a legal or contractual duty.

There can be more than one trustee for a trust. One trustee may have the duty of performing certain functions for the trust. Another trustee may perform different functions. The identity of the trustee or trustees of these "individual" trusts is often not expressed, as there is no requirement for there to even be a written trust indenture. On the public side, there must always be a default trustee, if no one volunteers to fulfill the duties of the trustee. When a corporation or limited liability company is created, the statutory default managing officer is the Secretary of State of the state where the entity is being created. In some cases, the Secretary of State would be the logical default trustee. In other cases, the lack of a trustee may result in a presumption that you are the trustee.

Trustees have a fiduciary duty to manage the trust honorably and for the benefit of the beneficiary. A trustee cannot use the trust for personal gain. A trustee that is acting outside his duty or not performing at all is in breach of his fiduciary duty. That is not tolerated on the private side or the public side. Trustees in breach of their fiduciary duty are held personally responsible for the breach and take on the financial penalties for their actions (malfeasance) or lack of action (nonfeasance).

Here is an example of a typical court scenario when the man participates:

An investigator from ABC Agency of a municipal corporation has filed an information with a prosecuting attorney. On the public side, affidavits are not required. The informant is not required to sign an affidavit and submit it to the attorney to commence a public action against the individual being investigated. Affidavits were required in equity when someone wanted to file a claim in court. In admiralty in the public box, affidavits are no longer required. They have been replaced with what is called an information. An affidavit is signed under oath. The statements made in an affidavit are the signer's bond. His word is his bond. The affidavit

formerly bonded the case. Now that there are no affidavits, there are no bonds to bond the cases.

The prosecuting attorney has to decide whether or not to commence and action. The informant may have already completed an administrative process (IRS—90 day letter, 30 day letter, 10 day letter) for the attorney to use as the basis for bringing the action. It may not have even started an administrative process. Nine times out of ten, the administrative process is not needed, because they are almost sure you will agree (without knowing it) to represent the accused individual (the trust) by volunteering to act as its trustee. The attorney is going to create a new trust to be the accused on the complaint or indictment. If you go into contempt for defending and not taking responsibility for that new trust, you will either pay with the trust corpus, OR you will go to jail, and your credit (exemption) will be tapped during the time they are housing and feeding you and giving you medical treatment. The trust corpus might include the balance in a bank account, a title to real property or a car, or any other public asset.

Creator:

The attorney is the creator of the accused trust. It might be JOHN HENRY DOE. Notice that they never put your name on a complaint, indictment, or traffic ticket. Even if it is written in upper case and lower case letters, it is still a fiction and a trust. We cannot mix public and private.

Trust name:

The name of the trust is JOHN HENRY DOE. In the body of the complaint, a reference may be made to JOHN H DOE or JOHN DOE or John Doe. This is how the judgment can be multiplied. These might all be new trusts against which the final judgment can be applied, and for which it is presumed you will volunteer to be the trustee, and through which you will be presumed to be the surety. The trust is expected to be the defendant. The question is—who is the trustee and who is taking responsibility for the trust activities?

Trustor:

The attorney is also the trustor. He's putting the trust corpus into the trust. That is the change. It is a debt (liability) on the public side, and a credit (asset) on the private side. We have always presumed a charge is a bad thing. It is only bad if the man is found in contempt of the process, or of the attorney, or of the judge, or a number of other possibilities. It is very easy to go into contempt. If you don't agree to take responsibility, you will be in contempt of our presumed fiduciary duty. Creditors do not go into contempt.

Beneficiary:

The beneficiary is the State of California, which is also the plaintiff in the case. It is the person that stands to gain from the charges (trust corpus), but it only has the equitable interest in the trust corpus. It does not have the liability of being the trustee. The beneficiary has an attorney bring the complaint. That way, the beneficiary is not being held responsible for bringing a claim without a bond (evidence of debt). The attorney does it instead. The beneficiary has to hold onto its creditor position, and can't if it brings unfounded claims. The plaintiff seldom signs the complaint. The attorney's signature is usually the only one on it.

Trustee:

This is the trust position that carries all the liability. The trustee has a fiduciary duty to manage this trust property for the benefit of the State of California. If it does not, the trustee accepts the responsibility for the losses suffered by the beneficiary, the State.

There is no appointed trustee. There is a presumption that there will be a trustee when it is needed. The attorney has the complaint served on the original trust with a name like the accused individual (the defendant trust). Someone has to represent the defendant.

At this point the only representative for the trust is its creator, the prosecuting attorney, which has made a commitment to the beneficiary. Once the charge is signed by the attorney and delivered to someone who might volunteer to be the trustee, the attorney does not even have

the option of withdrawing the charge without the defendant's agreement (Rules of Court). Since the complaint was delivered into your hands, as the presumed trustee and surety, you have to agree to the withdrawal of the charges before they can be withdrawn.

As soon as you hire a good attorney or decide to defend the trust yourself, the liability has moved from the prosecuting attorney to you. The fact that you are defending, all by itself, is a dishonor. Anything other than full-out acceptance is a dishonor. Your dishonor is what gives the prosecuting attorney the energy to bond the case. All cases have to be bonded. Whoever bonds the case is the creditor. Whoever is in dishonor is the debtor. They need you to dishonor the process, the attorneys, or the judge to have the standard script result in the standard outcome. If you fail to immediately go into dishonor, there will be plenty of opportunities in the script for you to carry out the plot—to get you into dishonor.

Surety:

Since the standard script will be used for the court event, it is likely the man who has volunteered to be the trustee for the accused trust, will defend the trust. That will guarantee the standard outcome. The defendant will be found guilty and the trust corpus will be liquidated enough to "pay" the judgment debt. If the event involves criminal charges, the man's body will be jailed so the state can RE-VENUE the man's credit from the private into the public state. This is what keeps the public machine running. REVENUE. The man will be the surety for the judgment debtor once the trust is found guilty.

Plaintiff:

The state (beneficiary) is the plaintiff and presumed creditor, as long as the man plays by the standard script.

Defendant:

The prosecuting attorney needs to have a volunteer to defend the trust, or he will be stuck

representing the accused trust himself. He is the defendant, but does not plan on holding that position very long. With that help of the judge and the defense attorney, the prosecuting attorney will be able to pass the liability on to the trust and its representative and surety—**you**—but you have to go into dishonor for this to happen.

All charges, arguments, and testimony is dangerous in the public court.
Remember it is not your court. They can only see fictions, so if you are testifying, you are recognized only as the representative of the fiction. The "I'm not that person" challenge is an argument. The judge already knows you are not a piece of paper, but if you are talking to him, he presumes you are the trustee for the trust (paper). In that capacity, he can talk to you. He is expecting you to breach your fiduciary duties by going into dishonor. Then they win—you lose. You want a win / win situation.

Be careful even with the copyright. If you can bring the copyright into the case without testifying (through third party witnesses), you may be able to stave off a demand for trust property. If you have already given the right to use the now—copyrighted name to a corporation, you cannot revoke it that authorization after the fact. You may have done this by applying for a loan. You gave them the use of the name on the application. You can give the use of the name on a driver's license application. You are the one who tells them what name to put on the license. You can't come back later and charge them for using the name you previously gave them. If there is no driver's license application, you may be able to give notice of the copyright to the officer, and then enforce the copyright violation because he had notice of your restrictions to the use of that name. Even if the car is registered with the State, you may be able to use the copyright in this situation, if you know how and do not dishonor your own claim to being the private owner of the name.

Here is a different scenario when the man does <u>NOT</u> participate:

An investigator from ABC Agency of a municipal corporation has filed an information with a

prosecuting attorney. Before things get this far, you should have completed your administrative procedure on the activity that is the subject matter of the court case. (*See the section on* ***Administrative Process***).

The prosecuting attorney has decided to commence an action. The attorney creates a new trust to be the accused on the complaint or indictment, which is delivered into your hands.
This time you accept the presentment for value, return it, and authorize the use of your credit, and bond the case. You give notice to the public of these private actions you have taken. You use third parties to testify to the agreement of the parties of the dishonor of the plaintiff, if necessary. You do not get involved in the issues of the case other than the agreement of the parties. You can bond the case. You do not have to be the trustee and represent the accused trust to take responsibility for its presumed violations of the State's statutes. You are one of the people. You are a creditor with priority over fictions. You are the One—the One who has the power to create a Win / Win situation for all parties.

Creator:
The prosecuting attorney is still the creator.

Trust name:
The name of the trust is still JOHN HENRY DOE.

Trustor:
The prosecuting attorney is still putting the charge into the trust as the corpus.

Beneficiary:
The beneficiary is still the State of California.

Trustee:
Since you have not volunteered to be the trustee, the prosecuting attorney is still the responsible party. You are the one who accepted delivery of the complaint that was sent to the trust over which you are presumed to be the trustee. If you can stay in honor while you take on the obligations of the trust, by using your exemption and your credit as surety for the trust, you will be fine. You can argue with the attorneys and the judge and the witnesses and the clerk, showing how bad a trustee you are. OR you can accept the State's request for revenue

and authorize the use of your exemption (credit). It is your choice.

Surety:
The suretyship on this case can be shared. Suretyship is a voluntary act. You can volunteer to be the surety using your exemption (credit). Someone else can volunteer to dishonor someone or to dishonor the process, thereby becoming the surety. Free will is always the factor here. The big question is—who will be the surety? Since there seldom is a bond in the case until after the trial is over, you can present your bond to bond the case.

Plaintiff:
Whoever bonds the case is the plaintiff. Charges cannot be brought unless there is a bond. If the man supplies the bond, the man is the creditor. The tables can turn. You can do a counterclaim by removing the case into another court for judicial review of your administrative process and get an estoppel on their case.

Defendant:
The prosecuting attorney is the defendant, unless there is a defense attorney who has put a notice of appearance into the case. If so, then the defense attorney is the defendant. As the creditor, you can authorize the prosecuting attorney, or defense attorney if he has filed his notice of appearance, to write the check to settle the account. The check is backed by your bond.

The Administrative Process

Step #1: Visualize this first. You are in the courtroom on your case.
Step #2: Prepare the Certificate of Non-response.
Step #3: Prepare your Notice of Acceptance.
Step #4: Prepare the Notice of Non-response for the Notary.
Step #5: Accept and return the court resentment.
Step #6: Attach an asset—an authorization for the State to use your credit.
Step #7: Prepare a Letter of Credit.
Step #8: Get a certified copy of the judge's oath of office and accept it for value.
Step #9: Get a certified copy of the judge's bond and accept it for value.
Step #10: Give Notice of your acceptance by a private mailing to the man or woman doing business as a judge.
Step #11: File a notice of acceptance on the public side.

Public Defender
(Hot Potato Game)
Step #12: Get a copy of the court order appointing the attorney and accept it for value.
Step #13: Prepare a letter of instructions to be mailed to the appointed (defense) attorney.
Step #14: Check the clerk's file for a bond.
Step #15: Prepare your bond to bond the case.
Step #16: Remove the case.

Sit back and observe the play.
Do not participate in the courtroom drama.

Hypothetical Situation:

A few months ago, ABC Agency sent the JOHN H. DOE trust an administrative presentment with a charge (energy) of $5000. It wants or needs $5000. You are the source—the banker. If you don't give it to them, they will use your dishonor to support a claim to $5000 worth of trust property. You accepted it for accessed value ($5000), returned it, gave them an authorization to use your credit, exchange your exemption for the discharge of the charge. Your acceptance is the return of the energy. They received your authorization, which may have been a bill of exchange, bond for discharge, or other instrument you chose to use. Now ABC Agency has hired an attorney to bring charges in the public court against JOHN H. DOE. A summons and complaint were delivered into your hands today. What do you do?

Step One

Visualize this first: You are in the courtroom on your case.
JOHN H. DOE may have removed ABC's case to a different court by filing an amended complaint requesting judicial review of your administrative process. The purpose of this case is to get a public order that will overcome the claims being made in ABC Agency's case against JOHN H. DOE. You have to introduce evidence into the judge's file to give him facts upon which he can base his decision. If you are asking findings to facts, he must have some facts in the evidence file. You don't want the respondent to enter evidence and have his to be the only evidence upon which the judge will base his decision. If you want conclusions of law, he must have some law in the evidence file. The only way facts and law get in the evidence file (the one

the judge keeps in his possession—not the clerk's file), you have to introduce it in open court. This is done by handing your paper with an original signature and seal of a public witness (clerk of court, county recorder, county assessor, notary public, or other public office) to the bailiff or judge's clerk, who will then hand it to the judge. Have a copy for the attorney also. You do not do this if there is a public defender. You have to introduce some law that supports your request into the record to give him something upon which to make conclusions of law. Putting this into the complaint as an exhibit and filing it with the clerk and giving notice of it to the respondent does not get it to the judge's file. More on this part of the administrative process later in the Public section.

You need evidence and facts and law. What do you want the judge to do? This is the time (before you even start your administrative process) to decide what you want and what evidence you will need to support what facts. You want the judge in ABC's case or the judge in your removed case to review the administrative process and issue an order confirming the facts contained in the notary's Certificate of Dishonor, or Certificate of Breach, or Certificate of Non-response, whichever is appropriate for the situation. Even though you do not quote statutes, the notary's certificate is recognized as prima facie evidence of the facts contained therein. Look at the commercial statutes for your state. The UCC (Uniform Commercial Code) source is 1-202. Since your administrative process will result in a certificate, this is the time to decide what you want in the certificate, so you write it first. Then you write your Notice of Acceptance and request for whatever you want from the person who sent the presentment to the straw man. Put the horse in front of the cart, or you may find that your notice did not contain the exact wording you want to use in the certificate. It cannot be changed after the fact, because the notary could be accused of making legal determinations or practicing law.

DO NOT PUT YOUR NOTARIES IN JEOPARDY!

Step Two

Prepare the Certificate of Non-response. This is the notary's certificate. It is not yours. The notary will issue it to you. You will then be the holder of the certificate. It is like a bond in that it is evidence of the debt owed to you by the respondent who dishonored you by not responding or not complying with a duty. This Certificate is #3 because it will be issued after the respondent has had two opportunities to honor you by complying with your request or performing a duty that is required of his office. His communication is not a response to your notice of acceptance and request, or to the notary's Notice of Non-response, if it addresses some other issue. If his response is an argument or testimony, he is in dishonor.

What do you want this certificate to say?

(If you used a bill of exchange...)

Name of notary

Name of presenter

Name of acceptor

Description of presentment

Name of accused

State commercial statute regarding notary's certificate [California Commercial Code, Sections 8200-8230]

Certification statement

Notice that presentment was accepted and returned with attachments with a request

To the presenter at his company at its address by certified mail with a return receipt and certification of service

Presenter refused requests

Presenter did not send notice of dishonored

Presenter did not cure his dishonor

Presenter agreed:

He dishonored the acceptor;

The acceptor accepted the presentment;

The acceptor returned the presentment;

The acceptor exchanged his exemption for a discharge;

The acceptor presented authorization to use his exemption for court charges;

The acceptor sent processing instructions with the authorization;

The acceptor sent a statement of account showing a zero balance;

The acceptor sent a letter of credit to Treasury Secretary;

His refusal to send the confirmation or notice of dishonor did not negate settlement;

He and his agency have no capacity to pursue collection;

Further collection makes him and his agency liable for $5000 to straw man;

Straw man can secure its $5000 claim;

Date

Notary signature

Notary seal

Notary stamp

Notary address

Administrative process number

(See Sample #13)

Step Three

Prepare your Notice of Acceptance. This is your acceptance notice (cover letter to your acceptance of the presentment). You sigh it. The notary mails it and gives you a Certificate of Service with her stamp and seal.

(See Sample #14 & Sample #15)

What do you want the Notice of Acceptance to say?

Certified Mail number

Name of notary

Name of presenter

Principal—agent notice

Date

Reference note

Type of notice

Facts:

The acceptor has accepted the presentment;

The acceptor is returning the presentment;

The acceptor is exchanging his exemption for a discharge;

The acceptor is presenting authorization to use his exemption for court charges;

The acceptor is sending processing instructions with the authorization;

The acceptor is statement of account showing a zero balance;

The acceptor is sending a letter of credit to Treasury Secretary;

The presenter's refusal to send the confirmation or notice of dishonor will not negate settlement;

The presenter and his agency will have no capacity to pursue collection;

Further collection makes the presenter and his agency liable for $5000 to straw man;

Straw man can secure its $5000 claim;

Signature of acceptor;

Administrative process number.

Step Four

Prepare the Notice of Non-response for the Notary. *(See Sample #16).* This is the notary's notice. The notary is your third-party public witness.

What do you want the Notice of Non-response to say?

Certified mail number

Name of Notary

Name of presenter

Principal—agent notice

Date

Reference note

Facts:

Notary sent notice and request by certified mail, return receipt requested, and certificate of service;

Presentment was dishonored;

Notary is attaching copy of first presentment to this notice of non-response;

Notary is making a second request for same thing;

Performance or statement is expected in ten (10) days;

Caveat: failure to cure breach will be agreement of parties to statements in first notice.

Notary's signature

Notary's seal

Notary's stamp

Administrative process number

This completes the Administrative Process.

You now have the certificate establishing:

(a) that you accepted and returned and exchanged your exemption for a discharge;

(b) that your acceptance was received and accepted by the respondent—twice;

(c) that the respondent refused to respond or comply with your request;

(d) that there is an agreement of the parties;

(e) that the respondent has no commercial energy to pursue collection;

(f) that you have all the commercial energy regarding the subject account;

(g) that you are in honor;

(h) that the respondent is in dishonor.

The Court Presentment

The State, or City, or County, or agency has just honored you with a court presentment. It is a verified complaint or grand jury indictment or traffic ticket. Do you feel honored? No? Why not? Do you feel fear? Anger? Confident you can defend your position? Let's analyze this situation:

The State – is used in this writing generically as a general term representing any corporate quasi-government organization and its agencies.
You – is used in this writing to represent the reader, the living soul.
Straw man – is used in this writing to represent an individual U. S. citizen.

What is the presentment? What are the components?

It has your name on it. Stop! It does not have *your* name on it; it has a straw man's name on it. The moving party has named a straw man as a violator of a statute and has asked you to take responsibility for the violation. The state, city, county or IRS cannot film a claim against you.

It is charging this straw man with a violation. Stop! It is establishing a value through an index associated with statute violations. This is ingenious! If you honor the presenter with an acceptance and return, the index establishes the amount of property the state will take to get the credit it needs. The presumption is that you are in partnership with the straw man. In some cases, the index establishes how many months the state will hold your body for breach of fiduciary duty, while it collects your credits.

It suggest a time period for you to answer. Stop! Don't trust this one. It establishes a time

period for the straw man to answer on the public side – usually 20 days. If you don't accept it in 72 hours from the private side, you will be in dishonor. The presentment is designed to help you into a dishonor. You don't have to go that way. If you don't want to. It has the name of the party bringing the claim. Someone has to approach you and ask for your help. That person is taking a big chance. By signing his name, he could end up owing the amount the amount the state is asking you to provide. This is usually an attorney. He signs his name to it and becomes the attorney of record for the plaintiff.

That State, through an attorney or other officer, has given you a court presentment—a request for your help.

Options

You have options:

18) Defend it;

19) Argue about it;

20) Conditionally accept it.

You already know the right choice. You only have one good choice—accept. If you defend, you are refusing to take responsibility for managing the affairs of your business—the United States. Whether you want to admit it or not, the U.S. Is your creation. It continues in business because you authorized it. If you argue, you are in a controversy with your own business managers. If you conditionally accept, you are requiring the United States to prove it has a claim, when it is in receivership and cannot have a claim against you without your permission. If you ignore the presentment, you are acting like an irresponsible creator and will lose your status as creditor. Your only choice is to accept. That by itself is not enough though. If you accept it and return it, you have not carried out the promise you made when you accepted it. It is like signing the requisition form but not instructing anyone who write a check. You have accepted the request,

but you have given them what they need—your credit. It is like promising to pay the electric bill, but never getting around to it. If you do this, they will turn off the electricity.

When you accept the presentment for value, you have to follow through with some type of instrument. If you do not authorize the State to use your credit to settle after you have accepted, you are in dishonor. If you do not authorize the attorney to use your credit to settle the court account after you have accepted, you are in dishonor. The State and attorney will use your dishonors to charge their agents with authority to take the straw man's property (sheriff) and/or your body (bailiff). Either way, the State and the court will get the use of your credit. The United States and its States are in receivership, so they have no credit of their own. They need your credit, and they will get it. The corporate counties and cities are in the same dysfunctional situation. They all need your credit. When they ask for it, give it to them! Follow through with your promise of acceptance AND GIVE THEM THE USE OF YOUR CREDIT to cover (bond) all the charges! Be the creditor you can be! Take responsibility!

Inside The Court

Remedy:

Accept and Return the court presentment. If there is an assessed value on the presentment, use:

Accepted for accessed value and returned in exchange for closure and settlement of this accounting.

[date]

[signature]

[EIN]

If there is no assessed value on the presentment, use:

Accepted for value and returned in exchange for closure and settlement of this accounting.

[date]

[signature]

[EIN]

The presentment is like a check. It is sent to you with a request for some kind of payment. If you endorse it and return it, they know you have approved the use of your credit. The can then use your endorsement, since they did not send a check made out to the straw man, to settle the debt (account) with an offsetting credit. They just need your authorizing signature to get the credit to enter on the books.

REMEMBER:
THERE IS NO MONEY!

Attach an asset—an authorization for the State to use your credit.

A bill of exchange is one of the instruments you can use to authorize the use of your credit. It is a writing (bill) that you are giving the claimant in exchange for the discharge of the claim/debt/charges. It settles the immediate charge (requisition).

It needs:

A date

An account number

A value

The name of the person who is to receive the credits

The name of the public creditor (Secretary of the Treasury)

The name of the public pass-through (your straw man)

Instructions

An instrument number

Your name (the private creditor)

Your exemption number (creditor ID number)

Your signature (this is the endorsement)

Instructions are important. Non-cash items require instructions. If you don't understand them, don't send them with your instrument, or do anything else until you understand what you are doing. Using other people's paperwork can be very, very detrimental to your success. Keep the instructions in plain English. These instructions are a great topic for discussion with your study groups. This is where the Treasury tax and Loan Department (TT&L) of the bank is incorporated into the process; and where the electronic fund transfer instructions are found. Be careful about putting information in boxes. It doesn't appear if it is in a box. Clerical information can be in boxes, but keep the substantial information outside the boxes.

It is absolutely imperative that you understand there is NOTHING that is going to be transferred from the U.S. Treasury to the holder's bank. There is no funds transfer. There is no money transfer. There is no credit transfer.

The credits are in your instrument with your signature on it with a $ followed by digits greater than 0.

When it is endorsed by the recipient and delivered to its bank, the credits are already there. They just need to be added to the account intended to receive them, AND the use of the exemption needs to be approved by the Secretary of the Treasury.

This approval is done through the TT&L Department at the bank where the instrument is delivered. The electronic transfer is not a transfer of money, credit, or funds. It is a transfer of digital information from the Federal Reserve Bank, through the federal window, to the treasury, where it can be approved or refused by the one who currently holds the office of Secretary of the Treasury of the United States (current Treasury Secretary). He is also the one who keeps track of the national debt, which is partially owed to the people of the American states, who have funded the United States with their credit since 1933. He is the trustee on the Chapter 11 bankruptcy of the United States. All bookkeeping in the U.S. is done through him. When you use your exemption, the national debt is reduced in equal proportion. The treasury secretary has to keep track of the debits and credits on the national debt. You cannot leave him out of the equation.

Letter of Credit:

When you authorize the use of your credit, you must arrange for that credit to be approved by a third party in the public (the current Treasury Secretary) when the presenter processes your instrument. If you don't do this, it is like writing a check on an open bank account that has no balance or a balance insufficient to cover the check.

On the private side, when you use your exemption to bond your acceptance of a presentment, the public creditor must receive notice of your intent. That is the current Treasury Secretary. The U. S. is not bankrupt; it is just in receivership. It can't make valid claims without an existing debt, bit it can continue to put you in a position where you can either give the State your credit OR dishonor the State so it can get your credit anyway. The choice is yours. When the presentment is delivered into your hands, you become the holder. The State has honored you with the presentment, because you are in a position to help the State. When you endorse it as the holder, you are assigning the property (interest in some associated substance = your credit) related to the presentment, to someone else. If the presentment is signed by Jim

Black, it should be returned to Jim Black. If the signature on the presentment is only a logo, and there is no other signature, the presentment should be returned to the name and address on the logo or letterhead. In that case, no man has accepted the commercial liability for the presentment. That does not really matter. You are not doing a conditional acceptance. You are doing a full acceptance. You don't care about anyone else' liability, because you are agreeing to be fully responsible.

The United States (and all its officers, agents, employees) has no commercial capacity to really make claims without evidence of an existing debt. That does not mean the State will not make it look like it is making claims. It needs your credit, so it is going to go through the motions of making claims. Do not embarrass State agents and point out that it has no commercial energy. It is your job to use your commercial capacity to fulfill the requisition without making it too obvious to the public. You are coming in from the private side to provide your credit for the public's use. Most of the public do not know the State has no commercial capacity to bring claims. Keep your superior knowledge to yourself. The public is not ready for full disclosure of this yet.

Recap:

Private Administration Process:

1. The notary sent your Notice of Acceptance with your acceptance letter.
2. The notary sent a Notice of Non-Response or Notice of Breach (if there is a contract involved)
3. The notary issued a Certificate of Non-Response or Certificate of Breach to you

The certificate establishes:

a) that you accepted and returned and exchanged your exemption for a discharge

b) that your acceptance was received and accepted by the respondent—twice

c) that the respondent refused to respond or comply with the request

d) that there is an agreement of the parties

e) that the respondent has no commercial energy to pursue collection

f) that you have all the commercial energy to pursue collection

g) that you are in honor

h) that the respondent is in dishonor

Court Process: [Some of it is private and some of it is public]

4) Accept for value and returned the court presentment to the signing attorney;

(6) Attach a credit authorization with instructions, for the attorney to use to settle the court accounting;

(7) Send a letter of credit to John;

(8) Get a certified copy of the judge's oath of office and accept it for value;

(9) Get a certified copy of the judge's bond and accept it for value;

(10) Give notice of your acceptance with a private mailing to the man or woman doing business as a judge;

(11) File a notice of acceptance on the public side;

(12) Get a copy of the court order appointing the attorney and accept it for value;

(13) Prepare a letter of instructions to be mailed to the appointed (defense) attorney and request bond;

(14) Check the clerk's file for a bond;

(15) Prepare your bond to bond the case;

(16) Remove the case to another court if necessary for judicial review of your administrative process.

What you have done on the private side has not appeared on the public side yet. ***Remember Rule #1.*** If you do not let the public know what you are doing on the private side, it will appear you are ignoring the presentment. That will result in a default judgment due to your dishonor of the State's presentment.

(7) Get a certified copy of the judge's oath of office and accept it for value.
That is evidence of the man's contract with the people (you) on the private side. You want him to take the judicial notice of his contract with you. Filing it with a copy of the oath with the clerk will not accomplish that end, but it will give them notice that you expect the terms of that contract to be followed. You will have to enter the certified copy of the oath into the evidence file in open court to actually have it make any difference.

(8) Get a certified copy of the judge's bond and accept it for value. That is evidence of the limited liability the judge (person) has in the public when dealing with citizens and residents that either owned or controlled by the corporations. It does not limit the private liability the man has when dealing with the people (you) on the private side. Since there is no money to pay you if you are damaged by the actions of the judge, you will have to be satisfied with possible payment to the straw man (JOHN DOE), but that is not the reason you are bringing the bond into this issue. The reason is to notify risk management if necessary that you have been damaged by one of its insured persons. This is not a bond for the man, but a bond for the judge. The man is doing business as a judge for the public from time to time, but he can also come under the private rules of equity, which is broadly defined as "what is right". It is right for this man to recognize you as a creditor, but only IF you perform like a creditor and avoid going into dishonor. If you dishonor anyone, you will fit the profile of a debtor/straw man, and he can ignore the private side.

(9) Give notice of your acceptance by a private mailing to the man or woman doing business as a judge—not a filing clerk. Mark the envelope "Private". Have a notary mail it by certified mail RRR *(return receipt requested)* and give you a Certificate of Service. The return address is the notary's address.

The component of the letter are:

You have accepted the presentment for value and returned it

You have exchanged your exemption for the discharge of the charge

You want the settlement and closure;

You are requesting an appearance bond at no cost to you;

You are not disputing the facts;

The parties have reached an agreement—there is no controversy;

You have accepted the judge's oath and bond for value.

Include a photocopy of the notary's Certificate of Non-response from your administrative process to confirm there is no controversy *(See Sample #17)*.

(10) File a notice of acceptance on the public side. This will let the public know that you are doing something on the private side to settle the account. If you do not give notice to the public, it will be assumed you are standing mute. That is a dishonor. It results in default judgment or summary judgment.

The notice should say this:

It is your intent to settle and close the accounting immediately;

You have accepted and returned the presentment;

You have exchanged your exemption for the discharge of the charges;

You are requesting an appearance bond at no cost to you;

You do not dispute the facts;

You will enter the plea for the defendant;

You want to be advised of the details of the hearing to receive the bond and enter the plea;

You are bringing the agreement of the parties and the judge's oath and bond into the case *(See Sample #18)*.

Public Defender

If there is a court involved, the judge mat appoint a public defender for the defendant. You are NOT the defendant. The straw man named on the presentment (JOHN DOE) was chosen to be the defendant. Remember Rule #1: The public and private cannot be mixed. They can't do it, so you can't do it. They don't ever mix, so be careful that you don't either. If the defendant, has a public defender, this is good.

When the prosecutor, signs the complaint, verifying it, and his signature is notarized, he is taking on the liability that may follow in the event it is discovered the complaint is not valid. He is taking a chance, because at that point, he is the only attorney of record. He has filed a form of notice of appearance by filing the complaint or filing the grand jury indictment. He technically represents the defendant until someone take his place. He is counting on someone appearing in the case to defend against his complaint. If that doesn't happen, he is the responsible party and liable for all the costs prayed for in the complaint or associated with that statute violation. If that does happen, he is off the hook. Almost 100% of the time, that is what happens. He is pretty safe taking this chance. Usually, the straw man named on the complaint gets a "good attorney" to defend him. That means the defense attorney has taken on the liability—right? Not so fast. He does not take on the liability until he signs a Notice of Appearance and files it in the clerk's file for that case. Once he is the attorney of record FOR

THE DEFENSE, he is on the hook.

Now, he has to get someone to take his place. The likely taker on that position is the straw man in the complaint, indictment, or traffic ticket. The straw man can't talk, so someone has to represent it. Usually, that is you, because you have the point to make, or lessen to teach, or testimony that will prove your case. WRONG CHOICE!!! This is almost always the losing proposition. Really good OFF POINT paperwork has been put in court for decades with a very low success rate. The only way to win is to let the State win. Who doesn't love win-win

situations?!

How can you win and the State win at the same time? If you accept and return the presentment and exchange your exemption for the discharge of the charges, the State gets the credits from your exemption and you get the discharge when you bond the case. Well, that sounds easy—right?

If the defense attorney can get you to act as the trustee for the straw man (trust) named on the complaint, the defense attorney is off the hook, too. It is just a series of passing the buck—a hot potato game. The one who ends up with it has to pay the bill. The prosecuting attorney starts with it. It goes on to the defense attorney (if he files a Notice of Appearance), and then on to the straw man (if you volunteer to defend, argue, testify, or join in the action in any way). It eventually ends up in your lap. You are stuck with the public liability, UNLESS you accept and discharge it from the private side.

Hot Potato Game

Prosecuting attorney;

Defense attorney;

Straw man;

You.

If there is no defense attorney, it just passes to the defending straw man. If you accept, it stays with the prosecuting attorney. He has the power to settle the accounting if you authorize him to do so.

(11) Get a copy of the court order appointing the attorney and accept it for value. This is only if they appoint a public defender. Do not dishonor the court by refusing this privilege. The privilege is for the straw man, not for you. You can accept his services (offered by the court) and instruct him on how he will handle the case. You can do this because you are the creditor

through your acceptance. You are in honor. At this point, the prosecuting attorney, the clerk, and the appointed defense attorney are also in honor.

(12) Prepare a letter of instructions to be mailed to the appointed (defense) attorney. This letter to the lawyer is your contract with him. If you do not establish the terms of your contract with him, the presumption will be that his is a "defense" attorney and is defending the defendant as an officer of the court. Get a certified copy of the letter to the lawyer from the notary before it is mailed to the lawyer. If time is crucial, fax it to the lawyer with a notation that it is also being mailed by certified mail RRR *(return receipt requested)*. Have the notary mail it by certified mail RRR and give you a Certificate of Service.

This is what this letter should say:

You are claiming an interest in the subject matter of this case— (Intervening);
Your property rights may not be protected by the existing parties;
You are accepting the public defender appointment offer and returning it;
You are requesting that the public defender put his BAR card away during this case;
You are requesting that the public defender act as your counsel instead of acting as an attorney;

There is not controversy over the facts;
He cannot start or join an argument;
You are asking that he reads the entire letter into the record in open court and file it with the clerk;
You already have an agreement of the parties *(Copy of certificate is attached)*;
You are asking him to check the clerk's file for a bond that bonds the charges;
You are offering to bond the case;
You are asking that he request an appearance bond for you at no cost to you;
You will enter a plea for the defendant based upon the issuance of the appropriate bond;

You are not disputing the facts;

You want the prosecuting attorney to write the check to close the account;

You will accept the prosecuting attorney's bond to bond the charges;

You will start bankruptcy if necessary to locate your remedy;

You want settlement and closure;

You may require the defense attorney to file a Notice of Appearance in the case

(See Sample #19)

(13) Check the clerk's file for a bond. There has to be a bond in every case in the event the complaint is a fraudulent claim. The presumption is that the prosecuting attorney's BAR number is bonding the case, but there is no written evidence of a bond in the file. If there is no written bond, you can bond the case. The implied attorney's bond is superseded by a written and signed bond. Get a certified copy of the docket sheet from the clerk of the court, which will document that there is no bond in the case. A pre-dated bond might just show up in the file later and minimize the effect of your bond. You can bond the case. The bond falls into the category of a replevin bond. It is not a replevin bond, because they were used in common law before the court systems (law and equity) were integrated. Now it has to be a bond that is in the nature of a replevin bond that is used as a replevin bond was used.

(14) Prepare your bond to bond the case. This is the bond that completes the accounting for the court. It has the charge on the books, but it does not have the offsetting bookkeeping entry. The missing bond is what has the books out of balance. When you out your bond into the case file by filing it with the clerk of court, it balances the books. Attach a photocopy of the docket sheet to your bond to verify the lack of a bond in the case. [I do not know why it is not notarized, by a good guess would be that it is coming from the private side and not the public side. If you have a notary PUBLIC notarize your signature, you may be mixing the private and public, and there are no prothonotaries to be found anymore. Even if we had prothonotaries,

that may causes a conflict, since we are totally under admiralty law now. The bonds that have been used already were not notarized.] Since the case needs a bond, and you are the first one to supply one, you become the creditor on the case. If there is no defense attorney, you can enter your Certificate of Non-response into evidence and request judicial review of the administrative process *(See Sample #20).*

(15) Remove the case. If the judge does not dismiss the charges by discharging the bond, you can remove the case into another court with an amended complaint for the judicial review, using the original case filing fee to cover the filing fees in the court to which it is being removed. This might mean removing the case from justice court to county court, or from county court to federal court, or from civil to criminal, or from criminal to civil. Sometimes the same judge can be on the original case and on the removed case.

It is important to understand that you are not asking for a default judgment from the new court. You are asking for judicial review. You want a judgment in estoppel—not default judgment. The default judgment is already finished. The notary did that. The respondent was

in dishonor. He defaulted on his duty to respond. When the rotary issued the Certificate of Non-response, she was certifying the default *(See Sample #9).*

Sit back and observe the play. You have done all your preparation work. Stay alert. But do not participate if there is an appointed public defender. Let him be your mouthpiece. Do not hire an attorney though if they do not appoint a public defender. You may have to participate enough to get your third-party witnesses as to the agreement of the parties and your status as the creditor on the record. Don't screw it up by dishonoring your own status as the creditor on the cases. They will try everything to get you to:

10) testify
11) argue

12) call witnesses

13) file an answer

14) explain your private processing

15) dishonor the judge

16) dishonor the prosecutor

17) dishonor your lawyer

18) join the commercial process

19) hire an attorney

You can ask their witnesses questions about the certificate(s) issued by the notary.

Did you respond to my Notice of Acceptance and request for confirmation?

Did you send me a copy of a notice of dishonor from a qualified third party?

Did you cure your breach?

If there is a problem with the judge or the other actions accepting your acceptance, there is always a wonderful question to ask:

"Your Honor, will your bond withstand the commercial liability of the charges this court is entering today?"

You do not participate in the courtroom drama.

The court appointed public defender speaks for the Defendant. If there is no public defender, you can make your own points, but you are limited to very few issues.

There is no controversy;

You have accepted everything and returned everything;

You want settlement and closure;

You have accepted the judge's oath and have a contract with him;

You have bonded the case;

You do NOT do any of the things listed above.

If there is a public defender, he is the only one who can speak from your side of the courtroom. As long as there is a "defense" attorney, the judge cannot see you or hear you. If you try to talk (out of frustration, anger, or for clarification), you will lose your position as creditor. Debtors testify, argue, call witnesses, file answers, and dishonor. You are not a debtor.

Even when the judge asks how the defendant pleads, it is your counselor who will answer. His answer should be that he has a settlement to read into the record. The statement should be your letter to the counselor.

Everything in your letter to the counselor is designed to have him act in his capacity as a lawyer for his client (you), while he protects your private interests and negotiates closure and settlement for you. He is not permitted to defend the defendant (the straw man). He is not permitted to argue any of the facts. He is not permitted to engage in any controversy at all regarding this case. His job is to be your mouthpiece in the court. He is an officer of the court and has capacity to speak in that court. If there is a public defender, you can NEVER speak in court. If you do, you will negate the relationship you have with him by dishonoring him. You will not be acting like a creditor. You will be acting as though he is incompetent to represent your private position and bring closure to the case. ***Remember Rule # 2:*** Stay in honor.

You are authorizing the counselor to negotiate the settlement for you. Stay out of his way so he can do that. Keep your mouth shut in court. You are not going to testify EVER! Debtors testify. Debtors defend themselves. Debtors dishonor. At some point the counselor will have to meet privately with the judge to negotiate the settlement. The terms might be that the straw man plead guilty. This is for the public show. It is no problem for you to enter a plea of guilty to the facts for the defendant. You are not disputing the facts. It may be a problem for the defendant to plead guilty to the charges. Once you have the appearance bond, BASED UPON THE

ISSUANCE OF THE APPEARANCE BOND, the lawyer can enter a plea of guilty for the defendant, because your exemption is bonding the whole case. When you accepted and returned the presentment, and attached an instrument to discharge all the charges, and sent your letter of credit to the public creditor, and gave notice to the public that you have accepted the presentment, you became the creditor on the case.

The first time you are in court, the lawyer will read the Lawyer Letter into the record. The lawyer will almost always say he cannot or will not read the letter in court. He will whine and imply that you are silly and maybe even stupid, but he will read the letter, because the judge knows he has it and has been instructed to read it. He knows this because you asked him to file it with the clerk in the file. If he does not have it in the clerk's file before the hearing, you can put it in there on your way into the hearing Get a certified copy of it to show him when you sit down next to him at the defendant's table in the courtroom.

Also, be prepared to give him cues as to what you want him to do. You might want to prepare cards with large font messages such as the following for him to read if he gets off track and away from your instructions:

DO NOT ARGUE ANY OF THE FACTS
ENTER THE JUDGE'S OATH INTO THE EVIDENCE FILE
READ MY LETTER INTO THE RECORD
ENTER MY BOND INTO THE EVIDENCE FILE
WE ARE HERE FOR SETTLEMENT
GO FOR CLOSURE
ASK THE JUSGE TO DISCHARGE THE BOND
THERE IS NO CONTROVERSY
DO NOT CALL ANY WITNESSES
DO NOT CROSS-EXAMINE EXCEPT REGARDING THE NOTARY'S CERTIFICATE

Sample #13-Certificate of Non-Response

CERTIFICATE OF NON-RESPONSE

RE: Acceptance by John Henry Doe of complaint on case #12121212 JOHN H DOE

I, Jennifer Document, am the notary who verified Dave Brown's dishonor of John Henry Does' Notice of Acceptance, for JOHN H DOE, pursuant to state law regarding evidence of dishonor ARS 47-3505 and 47-1202. I certify the following:

On _____, the record shows I mailed John Doe's Notice of Acceptance with attachments, dated _____, to Dave Brown at ABC Agency at [ADDRESS], by certified mail package # [CERT #] RRR, as verified by Certificate of Service.

On _____, the records shows I mailed a NOTICE OF BREACH to Dave Brown at ABC Agency at [ADDRESS], by certified mail package #[CERT #] RRR, as verified by Certificate of Service.

After acceptance of both mailings, Dave Brown, for ABC Agency, refused to send the confirmation that the account for case #12121212 has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten (10) days following the second mailing.

Dave Brown, for the ABC Agency, did not cure his dishonor. He gave no reason for his refusal to confirm the adjustment and settlement of the account or send a notice of dishonor.

Therefore, based on the foregoing facts, I certify that Dave Brown, for ABC Agency, dishonored John Henry Doe and me through his non-response, and did thereby agree that John Henry Doe accepted the subject complaint for case #12121212, returned the complaint, exchanged his exemption for the discharge of the associated charges, presented an authorization for the use of his credit to set-off all associated court charges, included processing instructions, included a statement of account showing a zero balance, sent a letter of credit to Henry Lew as notice that exemption #123456789 was being used to settle account #12121212.

Further, Dave Brown agreed that his refusal to send the written confirmation of the settlement of account #12121212 or a notice of dishonor from a qualified third party, in no way negates the

fact that said account is settled and closed, that he and the agency he represents have no capacity to pursue collection on said account, and that further pursuit of collection is agreement that Dave Brown and ABC Agency collectively and severably owe JOHN H DOE $5,000 for expenses of handling Dave Brown's presentment and that JOHN H DOE may take all necessary steps to secure its claim to the debt owned to it and to collect.

Dated: _____

(Seal)

_____

Notary Public
(Stamp)

Jennifer Document
[Address]
[Address]
No: 9898

Sample #14-Notice of Acceptance

Certified Mail # _ 9898 RRR

Mailed by: Jennifer Document, Notary Public
[Address]
[Address]

To: Dave Brown
at ABC Agency
[Address]
[Address]

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Date: _____

RE: Complaint on Case #12121212 JOHN H DOE

Notice of Acceptance

Please be advised that I have accepted your presentment to JOHN H DOE for assessed value and am returning it to you in exchange for closure and settlement of account #12121212. Please send the confirmation that the account for case #12121212 has been adjusted and settled, to the address shown above, or send a notice of dishonor from a qualified third party.

I am also enclosing an authorization for you to facilitate the use of my credit to discharge all court charges that may apply. The instructions and a statement of account are attached for your convenience. Jack Lew is also being notified that I have using my credit for this purpose.

Your refusal to send the confirmation or notice of dishonor will in no way negate this settlement, and will be your agreement that you and your agency have no capacity to pursue collection, further collection efforts confirm your agreement that you and your agency, collectively and severably owe JOHN H DOE $5,000, and that JOHN H DOE may take all necessary steps to secure its claim to the debt owed to it and to collect.

Thank your for your immediate attention to this matter.

Sincerely,

_____

John Henry Doe

No: 9898

Sample #15-Certificate of Service

CERTIFICATE OF SERVICE

On _____ I mailed to:

[Name of Respondent]
[Address]
[Address]

the papers identified as:

1. Notice of Acceptance

2. Accepted presentment

by mailing them in a pre-paid envelope, addressed to the recipient named above, bearing Certified Mail # _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ 9898 Return Receipt Requested.

Dated _____

_____ _____

Notary Public My commission expires

Jennifer Document, Notary Public
[Notary's Address]
[Notary Address]

Seal

Sample #16-Notice of Non-Response

Mailed by: Jennifer Document, Notary Public Certified Mail # _____RRR
[Address]
[Address]

To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL
at ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT
[Address]
[Address]

Date: _____

RE: Complaint on Case #12121212 JOHN H DOE

\On _____ I sent you a notice of acceptance and a request that you send confirmation that the account for case #12121212 has been adjusted and settled, or send a notice of dishonor from a qualified third party. It was sent by certified mail # _____ 9898 return receipt requested with a certification of service.

In the event your dishonor through nonperformance and non-response was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this notice of non-response.

Please send confirmation that the account for case #12121212 has been adjusted and settled to the address shown above, or send a notice of dishonor from a qualified third party. If you have an excuse for not performing as requested, please mail your particular statement no later than ten (10) days from the date this notice is postmarked.

Thank you for your prompt attention to this matter. If you fail to cure the breach, your refusal will be your agreement to all statements made in the initial notice of acceptance.

(Seal)

_____
Notary Public
(Stamp)

No: 9898

Sample #17-Notice of Acceptance to Judge

Mailed by: Jennifer Document, Notary Public Certified Mail # _____RRR
[Address]
[Address]

To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL
at ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT
[Address]
[Address]

Date: _____

RE: [Judge's name ex: James Jones],

Please take notice that I have accepted the presentment made by [name of prosecuting attorney] to JOHN H DOE for assessed value and return it to the presenter in exchange for closure and settlement of account #12121212. I have exchanged my exemption for a discharge of the charges. I enclosed an authorization for him to use my credit to all court charges that apply. The instructions and a statement of account were attached. Jack Lew has also been notified that I am using my credit for this purpose.

I request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute the facts. Based upon the issuance of the appearance bond and the absence of an assessment and findings of fact and conclusions of law, I will enter a guilty plea for the defendant exchanging my exemption for full settlement of the account, both civil and criminal. I have requested that I be notified through the notary named above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I will enter the plea for the defendant into the record.

The parties have previously reached an agreement on the issues in the complaint. There is no controversy. A copy of the relevant certificate is attached. I want settlement and closure of this account immediately.

Sincerely,

_____

John Henry Doe

No: 9898

Sample #18-Court Process- Notice to the Court Clerk of Acceptance and Private Process

John Henry Doe
contact address:
Jennifer Document, Notary Public
[Address]
[Address]

[NAME OF COURT]

STATE OF CALIFORNIA	)	Case # _____
Plaintiff,	)	
	)	
Vs.	)	**NOTICE OF ACCEPTANCE**
	)	**and**
JOHN HENRY DOE	)	**REQUEST FOR APPEARANCE BOND**
Defendant	)	
_____	)	

Please be advised it is my intent to expedite this process to reach settlement and closure on this account immediately. I have accepted complaint #12121212 for value and returned it to Mr. _____, who appears to be the charging party on behalf of the STATE OF CALIFORNIA.

I have exchanged my exemption (#123456789) for the discharge of the charges. I hereby request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute the facts. Based upon the issuance of the appearance bond and the absence of an assessment and finding of facts and conclusions of law, I will plead guilty to the charges and exchange my exemption for the full settlement of the account, both civil and criminal. Please notify me at the address shown above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I enter the plea into the record.

I have attached a copy of the certificate relevant to the existing agreement of the parties and copies of James Jones' oath of office and bond. I have retained the originals for introduction in open court.

Submitted this _____ day of _____ 2014

_____
John Henry Doe

CC:
A copy of the foregoing was mailed on the
_____ day of _____, 2014 to
_____, attorney for Plaintiff

Sample #19 – Court Process - Letter to Counselor

Date: 03/01/2014

To: Greta Jones – Counselor

From: John Henry Doe

RE: Case #12121212 [PLAINTIFF] vs. JOHN H DOE

U. S. District Court, Southern District of California

Dear Mrs. Jones,

Please take note that I am claiming an interest relating to the property which is the subject of this action and I am so situated that the disposition of the action may as a practical manner impair or impede my ability to protect that interest, which is not adequately represented by existing parties. I accept the kind offer of the U. S. District Court, Southern District of California on 09/19/2013 by John Black to appoint you as attorney for the Defendant. I accept this offer for value and am returning it with this notice you. I now request that you escrow my BAR certificate during the course of this case, and serve as my counsel in the following manner and only in the following manner:

1. As there is no controversy in this matter, I do not want you to argue any facts or public issues as they apply to the Defendant. YOU ARE NOT AUTHORIZED TO FOSTER AN ARGUMENT OR JOIN AN ARGUMENT on my behalf or on behalf of the Defendant.
2. For you to stay in honor, I want you to enter this notice into the record by filing it with the clerk of court and by reading it into the record in open court. This is notice that I have accepted for value and returned all public offers associated with this matter, and notice that I have made every effort to reach settlement through exchange of my exemption for adjustment and setoff of the public charges against the Defendant. Ask the judge to take the mandatory judicial notice of the private agreement that has been reached through offer and acceptance. A copy of the relevant certificate is attached.
3. I want you to get a copy of the bond that bonds the charges in this matter. If there is no bond in the file, I will provide my bond in its stead.
4. I want you to request an appearance bond at no cost to me so I can be released on my own recognizance. When the bond has been issued, I will enter a plea of guilty to the facts for the Defendant. I will not dispute any of the facts in this matter, but I do not agree to held personally liable with no protection.
5. After acquiring the appearance bond, I authorize you to use my exemption to bring the accounting on this matter to closure. Request that the prosecuting write the check to close the account and release the bond to the Defendant.
6. If for some reason my request for an appearance bond is dishonored, I want you to give notice of my intent to accept John Brown's bond for value and to use it to bond the

charges using his bond as surety. His signature is the only one on record as a responsible party.

7. If necessary, I also want you to give notice of my intent to accept John Brown's bond for value and use it to charge a Chapter 7 involuntary liquidation and start discovery under 11 USC 1126(b). If the dishonor is not cured within 72 hours, I want you to file the bankruptcy petition in the Federal Bankruptcy Court naming the Defendant as the Debtor and John Brown as a delinquent creditor, along with others who have already or may dishonor me. You are authorized to distribute B10 (Proof of Claim) forms to the dishonoring parties, should there be any at the next hearing. This bankruptcy discovery process will locate my remedy and release it to me through liquidation of the delinquent creditor's assets.
8. I want to make it clear my intent is to settle this matter in a timely and honorable fashion.
9. In the event you, as my judiciary, dishonor me by not following my instructions, I request that you file a Mandatory Judicial Notice of your refusal with the court and file a written appearance in this case.

Thank you for your understanding and cooperation.

_____

John Henry Doe

Sample #20 – Bond The Case

John Henry Doe
[Address]
[Address]

Superior Court in and for the County of _____
[or wherever]

UNITED STATES OF AMERICA	)	Case No. 00000000
	)	
vs.	)	
	)	**Bond**
JOHN HENRY DOE	)	

There appearing no bond of record to initiate the matter regarding Case #00000000 and Warrant #00000000 [if applicable] and associated account(s), I underwrite with my private exemption #123456789, any and all obligations of performance/loss/costs sustained by the United States of America / State of California and the respectful citizens thereof regarding said matter.
Done at [name of county] county, [state], this _____ day of _____, 2014.

_____
John Henry Doe

Sample #21 – Bond the Case

John Henry Doe
Jennifer Document
[Notary Address]
{Notary Address]

This is a work in progress. Not a finished pleading.

UNITED STATES DISTRICT COURT
[City], [State]

JOHN HENRY DOE	**)**	**AMENDED COMPLAINT**
Plaintiff	**)**	**BILL IN EQUITY**
Vs.	**)**	
	)	
ABC Agency	**)**	**Case No. _____**
Defendant	**)**	

_____

_____ County)
) **ss**
[State])

JURISDICTION AND VENUE

1. Jurisdiction in this matter is hereby granted by John Henry doe, authorized representative for JOHN HNERY DOE by way of sufficiency of pleadings (see Affidavit of AMENDED COMPLAINT BILL IN EQUITY).
2. The venue of this court is correct as JOHN HENRY DOE does business in the STATE OF CALIFORNIA, and JOHN HENRY DOE is diverse from ABC Agency, doing business in the STATE OF CALIFORNIA, and the account in controversy exceeds Seventy-five thousand ($75,000) dollars.

PARTIES

3. JOHN HENRY DOE has established a residency in STATE OF CALIFORNIA for over one year.
4. ABC Agency demonstrates a residency in the jurisdiction of the UNITED STATES and does business in STATE OF CALIFORNIA.

FACTS

5. Plaintiff has exhausted administrative remedy and comes to this court of equity with clean hands and in good faith (see exhibits A, B C)
6. Plaintiff has established "judgment in estoppel" against Defendant as evidenced by attached the Certificate of Non-Response, certified by Jennifer Document, a notary public for _____ County, _____.
7. Plaintiff's administrative remedy is *res judicata*.

8. Failure of Defendant to respond in this matter is *stare decisis.*
9. Plaintiff's administrative remedy is ripe for judicial review, and there are no facts in controversy.

LEGAL CLAIMS

10. Plaintiff is entitled to relief in this equitable claim.
11. Defendant is estopped for failure to respond to original administrative process.
12. Plaintiff has placed the facts and the law before this honorable court.

RELIEF SOUGHT

13. Plaintiff requests judicial review of his administrative process and remedy.
14. Plaintiff requests this court to find the facts and execute on the law of the contract before this court.
15. Plaintiff requests summary judgment on his administrative remedy.
16. Plaintiff requests the court to order Defendant to pay the sum certain $1,000 over the plaintiff.
17. Plaintiff requests the court to release the Order of the Court to JOHN HENRY DOE.

Respectfully submitted by order of JOHN HENRY DOE

_____

John Henry Doe, Authorized Representative
of JOHN HENRY DOE

[State])
)
[County])

On this _____ day of _____ 2014, I, _____, a notary public for the country and state noted above, did upon proper identification by ___*John Henry Doe*__ receive his oath sworn and subscribed and did witness his signature on the foregoing.

_____ _____

Notary Public My commission expires

Service:
A copy of the foregoing was mailed by
first class mail on this
_____ day of _____, 2014 to:

ABC Agency
[Address]
[Address]

Dave Brown
[Address]
[Address]

Addendum

Some interesting facts and information about Volunteering, Sentencing and Crime.

VOLUNTEERING & SENTENCING

Recently there have been a few people reporting events that occur at sentencing. After the defendant has been found guilty of charges, and at the time of sentencing, the judge might review the potential amount of a fine or time of imprisonment, and ask the defendant, "Do you have anything to say before I pass sentence?" The defendants have said something to the effect: "In all due respect to your Honor, the attorney, and this court, I do not authorize you to pass sentence." Or, "In all due respect, I cannot accept that." After some harassment from the judge, the judge has been known to come back with a lesser amount of time of incarceration to which the defendant again responded with, "In all due respect, I cannot accept that." This has eventually resulted in some defendants being released and the cases dropped.

The point is that it would appear the sentence could be a negotiation and confirmation of a contract, the proposed terms of which are set forth in the judgment and the Sentencing Report. They need the defendant, the promisor, or obligor, to authorize and validate the terms of the contract. This contract is also in the nature of a commercial instrument of value, as are most instruments that contain a promise to pay: and like all commercial instruments, they must be entered voluntarily. This includes the judgment and sentencing of a court, or at least the type of courts now in use.

> *"The essential nature and real function of a cause of action are not changed by recovering judgment upon it; the technical rules which regard* ***the original claim as merged in the judgment, and the judgment as implying a promise by the defendant to pay it...*** *"* — MILWAUKEE COUNTY vs. M.E. WHITE CO., U.S. 268 (1935)

[The following concerns an attempt to enforce a judgment of a Canadian court in the US]..."*there is nothing to show that the Canadian court had not jurisdiction of the*

person of the defendant...As it ***does not allege that the attorneys were not authorized by him to do so...****It is* ***nowhere alleged that he appeared or answered in that court under compulsion,*** *or for any purpose except to consist his personal liability. He must, therefore,* ***be taken to have voluntarily submitted himself to the jurisdiction of the court...***[the defendant's statements] *that the judgment was 'an irregular and void judgment, 'and, in the second part, that 'said judgment was irregular,' and 'without any jurisdiction or authority'...are but* ***averments of legal conclusions,*** *and wholly insufficient to impeach the judgment, without specifying the grounds upon which it is supposed to be irregular and void, or without jurisdiction or authority to enter it."* — RITCHIE Vs. MCMULLEN, 159 U.S. 235 (1895)

Mr. Justice Woodbury, in granting a new trial [discussing] effect of foreign judgments:...according to the party offering it, whether having sought or **assented to it voluntarily** or not, so as **to give it in some degree the force of a contract,** and hence to be respected elsewhere...we are enabled to give parties, at times, most needed and most substantial relief, such as in **judgments abroad against them without notice, or without a hearing on the merits, or by an accident or mistake of facts, as here, or on rules of evidence and rules of law they never assented to, being foreigners** and their contracts made elsewhere, but happening to be traveling through a foreign jurisdiction, and being compelled in invitum [not assenting] to litigate there.'...Nor would I permit the prima facie of the foreign judgment to go far if the court was one of a barbarous or semibarbarous government, and acting on no established principles of civilized jurisprudence, and **not resorted to willingly by both parties**, or both

not inhabitants and citizens of the country. After matters like these are proved, I can see no danger, but rather great safety, in the administration of justice, in permitting, to every party before us, at least one fair opportunity to have the merits of his case fully considered, and one fair adjudication upon them, before he is estopped forever.' — HILTON Vs. GUYOT, 159 U.S. 113, 192-3 (1895)

Stipulation: Practice. The name given to any agreement made by the attorneys engaged on opposite sides of a cause, (especially if in writing) regulating any matter incidental to the proceedings or trial, which falls within their jurisdiction. Such, for instance, are agreements to extend the time for pleading, to take depositions, to waive objections, to admit certain facts, to continue the cause. (cites)

Practice. **An agreement between counsel respecting business before the court. It is not binding unless assigned to by the parties or their representation**, and most stipulations are required to be in writing. (cites)

Stipulations are of two types: First, those relating to **merely procedural matters**; and, second, **those which have all essential characteristics of mutual contract.** (cite)

Admiralty Practice: a recognizance of certain persons (called in the old law "fide jussors") in the nature of bail for the appearance of a defendant.
Black''s Law Dictionary, 4th Edition.

Fide jussors refers to sureties, which is interesting if there is an attempt to get the real living man to be the surety for the straw man—this being referred to as a stipulation.

Stipulatio: (*Latin)* In the Roman law, *stipulatio* was the verbal contract, (*verbis obligatio),* and was the most solemn and formal of all the contracts in that system of jurisprudence. It was entered into by question and corresponding answer thereto, by the parties, both being present at the same time, and usually by such words as *"spondes? Spondeo," "promittis? Promitto,"* and the like.
Black's Law Dictionary, 4th Edition.

When, before sentencing, the judge asks the defendant if he has anything to say before

sentence is passed, could the nature of a stipulation or stipulatio, be a verbal contract later put into writing? Is the judge looking for you to assent or give your approval of what has transpired during the pretrial hearing, trial, and post-trial activities, to validate the business conducted by attorneys, and to accept the resulting contract to pay or serve time behind bars?

Stipulation: 2. A voluntary agreement between opposing parties concerning some relevant point (the plaintiff and defendant entered into a stipulation on the issue of liability). A stipulation relating to a pending judicial proceeding, made by a party to the proceeding or the party's attorney, is binding without consideration. 3. Roman law: A formal contract by which a promisor (and only the promisor) became bound by oral question and answer.
Black's Law Dictionary, 7th Edition

Stipulatio: Roman law. An oral contract requiring a formal question and reply, binding the replier to do what was asked. It is essential that both parties speak, and that the reply directly conforms to the question asked and is made with the intent to enter into a contractual obligation. No consideration is required.
Black's Law Dictionary, 7th Edition

Stipulatio aquiliana: Roman law. A type of stipulation used to collect and discharge all the liabilities owed by a single contract...Where two persons with complex relations between them desired to square or simplify their accounts they could work out the items and arrive at the balance...This balance being paid or otherwise arranged, each party would then make with the other this stipulatio, which was a comprehensive formula... This would novate all the claims and turn them into a single promise, for a incertum. These mutual stipulations might then be released by acceptilatio.
W.W. Buckland, A Manual of Roman Private Law, 348 (2nd Edition, 1953)
Black's Law Dictionary, 7th Edition

Incertum: Incertam or incerta; no specific time.
Black's Law Dictionary, 7th Edition

Acceptilation: Civil law. An oral release from an obligation even though payment has not been made in full; a complete discharge.
Black's Law Dictionary, 7th Edition

Acceptilation:...or the acceptance of something merely imaginary in satisfaction of a verbal contract.
Black's Law Dictionary, 4th Edition

Stipulation: In admiralty, **the equivalent of a bond** furnished in a proceeding. An **agreement, admission, or concession** made in a judicial proceeding **by the parties thereto or their attorneys,** in respect of some matter incident to the proceeding, for the purpose, ordinarily, of avoiding delay, trouble, and expense. **A method of voluntary dismissal of action.** Stipulations differ in their character. Some being mere admissions of fact, simply relieving a party from the inconveniences of making proof, while **others embody all the essential characteristics of a contract.**
Ballentine's Law Dictionary, 3rd Edition

Stipulator: (In civil law) The party who asked the question in the contract of stipulation; the other party, or he who answered, being called the "promissor." But, in a more general sense, the term was applied to both parties.
Black's Law Dictionary, 4th Edition

In HARTFORD ACCIDENT & INDEMNITY CO VS. SOUTHERN PACIFIC COMPANY, 273 U.S. 207, 217-219 (1927) we find a vessel carrying crude oil that leaked into the harbor where an explosion and fire ensued.
*"The indemnity company seek in this review to avoid its liability under an ad interim stipulation having a provision that such stipulation, if not changed to a formal stipulation, shall **stand as security for all claims** in the limitation proceeding. The stipulation is a substitute for the vessel itself and the freight, which was released thereof. The effect of such a stipulation in admiralty is set forth by Mr. Justice Story in The Palmyra, 12 Wheat. 10, where he says? 'Whenever a stipulation is taken in an admiralty suit, for the property subjected to legal process and condemnation, the **stipulation is deemed a mere substitute for the thing itself,** and the stipulators liable to the exercise pf all those authorities on the part of the court, which it could properly exercise, if the thing itself were still in its custody."*

CRIME

It has been reported that in the "United States", the per capita rate of those incarcerated is very high. One would think there must be a lot of wrong-doers, evil-minded people, but this is not necessarily correct. It may be a political problem.

1) Crime is a sovereignty issue.

..."There is no provision in the Constitution of the United States, or act in its formation and adoption, which amounts to anything like a surrender of sovereignty by the people of the several states..."—Piqua Bank case, 6 Ohio St. 393, 401 (1856)

"On this continent, we came to the time when the people, by revolution, took to themselves

sovereignty, and, in exercising supreme political power, chartered governments by written constitutions."—COX, C.J., Ellingham Vs. Dye, 99 N.E. 1, 3 (1912)

..."The king [of England], representing the sovereignty of the nation."—Hurtado vs. People of State of California, 110 U.S. 516, 542 (1814).

In Case v. Toftus, 39 Fed 732-3 (1889), we see the government of the United States "is absolutely sovereign over every foot of soil and over every person within the national territory."

In Ex parte State of Virginia, 100 U.S. 339 (1879), we see that the 14th Amendment "recognized, if it did not create, a national citizenship, as contradistinguished from that of the States."

..."the sovereignty of a State extends to every thing which exists by its own authority or is introduced by its permission.—McCullough v. Maryland, 4 Wheat. 429; Savings Society v. Coite, 6 Wall. 604.; PARKERSBURG & CINCINNATI TRANSPORTATION COMPANY v. CITY OF WHEELING, 99 U.S. 273 (1878)

..."where there is no protection or allegiance, or sovereignty, there can be no claim to obedience."—HANAUER v. WOODRUFF, 82 U.S. 439, 446 (1872)

2) What is crime?

Crime: An offense against sovereignty; an act committed, or omitted, in violation of the public law which forbids or commands it.
Ballentine's Law Dictionary, 3rd Edition

Criminal action: An action by the sovereign, that is the state or the United States, or instituted on behalf of the sovereign, against one charged with the commission of a criminal act, for the enforcement of the penalty or punishment prescribed by law.
Ballentine's Law Dictionary, 3rd Edition

The crime is an offense against the public pursued by the sovereign, while the tort is a private injury which is pursued by the injured party. *(Tort)*
Ballentine's Law Dictionary, 3rd Edition
It has been answered that none are affected in criminal cases but the sovereign prosecuting and the defendants.—United States v. Rhodes, 27 Fed. Cas. 785, 787, #16,151 (1886)

Crime: A social harm that the law makes punishable; the breach of a legal duty treated as the subject-matter of a criminal proceeding...the idea of injury to the State or collective community...to avenge itself on the author of the evil which it had suffered.
Henry S. Maine, Ancient Law 320; Black's Law Dictionary, 7th Edition

3) What is the purpose of establishing crimes?

"In what sense can a crime be a custom? In a fiscal sense. A crime is a source of revenue."
Domesday Book and Beyond, by F.W. Maitland

"Public prosecutions are not devised for the purpose of indemnifying the wrongs of individuals, still less of retaliating them."
Cunningham v. Neagle, 135 U.S. 1, 74 (1890)

FISC (civil law): The treasury of a prince. The public treasury. Hence to confiscate a thing, is to appropriate it to the FICS. Paillet, Droit Public, 21, n, says that fiscus, in the Roman law, signified the treasure of the prince, and aerarium, the treasure of the state.
Bouvier's Law Dictionary, 6th Edition, 1856

NOTICE: "fisc" is part of the word 'confiscate', and we shall see that confiscate means to 'transfer property from the private to the public side.'

Fisc: Royal or state treasury; exchequer.
Random House Dictionary of the English Language, 1967

Fiscal: Of a pertaining to the public treasury or revenues...3. *(in some countries)* a prosecuting attorney.
Random House Dictionary of the English Language, 1967

Fiscal agent: An agent acting for a public body in reference to its financial affairs; an agent invested with the funds and the conduct of the financial affairs of another person, business, association, society, or club,
Ballentine's Law Dictionary, 3rd Edition

Fiscus: [Latin "the basket" *or* "money bag")
1. *Roman law.* The emperor's treasury. In later Roman times, the term also included the treasury of the state. *See aerarium;* 2. *Hist.* The treasury of a monarch (as the repository of forfeited property), a noble, or any private person; 3. The treasury or property of the state as distinguished from the private property of the monarch.
Black's Law Dictionary, 7th Edition

Forfeiture
1. The divestiture of property without compensation; 2. The loss of a right, privilege, and property because of a crime, breach of obligation, or neglect of duty. Title is simultaneously transferred to another, such as the government, a corporation, or a private person;
3. Something (especially money or property) lost or confiscated by this process; **a penalty.**
Black's Law Dictionary, 7th Edition

The verb **confiscate** is derived from the Latin 'con' (with), and 'fiscus' (a basket or hamper), in which the Emperor's treasure was formally kept. The meaning of the word to **confiscate is to transfer property from private to public use**; or to forfeit property to the prince, or state.
WARE v. HYLTON, 3 U.S. 199 (1796)

The bank of the United States is an instrument essential to the fiscal operations of the government...WESTON v. CITY COUNCIL OF CHARLESTON, 27 U.S. 449, 459 (1829)

4) What is the origin and history of crime and justice?

Justice was a valuable business in the Middle Ages. *Domesday* records that the yields of the soke (the jurisdiction)...went to the holder of the manor. While the earl kept a third of the money, the king reserved two-thirds of that made from the justice in the manor.
Life In The 11th Century

The **conquest theory** assumes that bands of marauding herdsmen, bent on discovering ever greener pastures for their growing flocks, descended upon communities of peaceful peasants and overcame them. In order to exploit the peasants they learned in time to curb their own ruthlessness. The conquerors at first relied merely upon the force to hold the conquered in subjection but self-interest, as well as the habits of daily living in close proximity with the conquered, eventually made them change their methods. If endless struggle and violence were to be abated, it was necessary that **the conquered should recognize the rightfulness of the conquerors' authority.** When the conquerors not only **protected the conquered against external enemies** but finally **put to death one of their own number for committing on outrage against one of the conquered, justice was born, as well as the court.**
The American Peoples Encyclopedia, Grolier Incorporated, 1968, Volume 11, p. 289, "Law"

COURT. 1. According to Cowel, the house where the king remains with his retinue; also, the place where justice is administered...nothing could be more natural that then subjects who had complaints of ill treatment to make should use the expression "the court", in speaking of the journey to the place where the king was domiciled, and the application to him preferred, usually in the court of the palace, for interference and redress. Anciently, the "court", for judicial purposes, was the king and his attendants; later, those who sojourned or traveled with him, to whom he delegated authority to determine controversies and to dispense justice...In the court-yard of the baron or of the king himself of those whose duty it was to appear at stated times, or upon summons...

As the executive power of the law is vested in the king, courts of justice, which are the medium by which he administers that law, originate with this power of the crown...He is represented by his judges.
Anderson's Law Dictionary, 1893

In summarizing these courts of the sovereign, conqueror or king, civil courts are for enforcement of private rights and redress of private wrongs among the conquered or subjects; and criminal courts for redress of public wrongs committed against the wishes of the conqueror or of palace or loyal subjects.

If we insist on reading the history of morality as reflected in jurisprudence, by turning our eyes not on the law of Contract but on the **law of crime**, we must be careful that we read it right. The only form of dishonesty treated of in the **most ancient Roman law is Theft.** At the moment at which I write, the newest chapter in the **English criminal law** is one which attempts to prescribe punishment for the **fraud of Trustees**.
Ancient Law, 144 of 188

All civilized systems agree in drawing a distinction between offenses against the State of Community and offenses against the Individual. [Offenses against the State or Community were called crimes and offenses against the Individual were called wrongs.] Now the ancient law of ancient communities is not the law of Crimes; it is the law of Wrongs, or, to use the English technical word, of Torts. The person injured proceeds against the wrong-doer by an ordinary civil action, and recovers compensation in the shape of money damages if he succeeds.... [Speaking of Roman law]...Offenses which we are accustomed to regard exclusively as **crimes** are exclusively treated as torts, and not theft only, but assault and violent robbery, are associated by the jurisconsults with trespass, libel and slander. All alike gave rise to an Obligation or vinculum juris, and were all **requited by a payment of money**. This peculiarity, however, is most strongly brought out in the consolidated Laws of the Germanic tribes. Without exception, they describe an immense system of **money compensation** for homicide, and few exceptions as large a **scheme of compensations** for minor injuries.

...'Under Anglo-Saxon law' writes Mr. Kemble (Anglo-Saxons, I, 177) '**a sum was placed on the life of every free man,** according to his rank, and a corresponding sum on every wound that could be inflicted on his person, for nearly every injury that could be done to his civil rights, honour or peace; the sum being aggravated according to adventurous circumstances.' These compositions are evidently regarded as **a valuable source of income**...

There were therefore in the Athenian and Roman States laws punishing sins. There were also laws punishing torts. The conception of **offence against God produced the first class of ordinances; the conception of offence against one's neighbor produced the second; but the idea of offence against the State or aggregate community did not at first produce a true criminal jurisprudence**...
Ancient Law, pp. 307-319

The idea that a sovereign authority, like a conqueror, can collect revenue from the conquered

or “public” in the form of taxes, penalties, hypothecating assets, etc., is predicated on the giving of protection. The kings' revenue would be enhanced by keeping an orderly society. Therefore, there needs to be “enemies” out there from which the “public” needs protection, and the more there is a need for protection that can be manifested or instilled in the minds of the persons owing allegiance to the sovereign authority, the more taxes, penalties, etc., it can collect. It is deemed anyone can volunteer into the public side for protection, and pay the corresponding taxes, penalties and fees, i.e. provide revenue for the sovereign ruler(s).

5) How can the jurisdiction for crime and justice be expanded?

[Historical sources] reveal the importance attached to the special protections secured by the king's ban. The ban represented the limits of royal justice, but individuals could obtain **special protection** by potting themselves in verbum regis (under the king's word). **The king constantly sought to strengthen his jurisdiction by exacting special oaths of fidelity [allegiance]...** in English law the breach of the king's peace became the fundamental test of royal justice, the foundation of all the pleas of the crown. When an Englishman is indicted, it still must be **charged that the crime** was committed “against the peace of our Lord, the King, his Crown and Dignity”.
The American Peoples Encyclopedia, Grolier Incorporated, 1968, Volume 11, p. 289-290, “Law”

ALLEGIANCE: to bind. The tie or obligation of a subject to his Prince or government; the duty of **fidelity to a king, government or state.**
American Dictionary of the English Language, Noah Webster, 1828

ALLEGIANCE: Obligation to **fidelity and obedience to government** in consideration for protection that government gives.—U.S. v. Wong Kim Ark., 169 U.S. 649 (1897)
Black’s Law Dictionary, 4th Edition

The evident meaning of these...words [“subject to the jurisdiction thereof” in 14th Amendment] is, not merely subject in some respects or degree to the jurisdiction of the United States, but **completely subject to their political jurisdiction,** and owing them direct and immediate allegiance.—Elk v. Wilkens, 112 U.S. 94, 102 (1884)

If the **United States is a creditor of any citizen,** or of anyone else on whom process can be served, the usual, the only legal mode of enforcing payment of the debt is by a resort to a **court of justice**...The Court of Exchequer of England was originally organized solely to entertain suits of the king against the debtors of the crown. But after a while, when the courts of Westminster Hall become overcrowded with business, and it became desirable to open the **Court of Exchequer** to the general administration of justice, a party was allowed to bring any common law action in that court, on an **allegation that the plaintiff was debtor to the king,**

and the recovery in the action would enable him to respond to the king's debt. After a while the court refused to allow this allegation to be controverted, and so, by this fiction, the court came from a very limited to be one of general jurisdiction.—KILBOURN v. THOMPSON, 103 U.S. 168, (1880)

6) Are fiscal agents or public treasury a part of the de jure, original constitutional government?

[Footnote 6] "A state is free to pursue its own fiscal policies, unembarrassed by the Constitution, if by the practical operation of a tax has exerted its power in relation to **opportunities which it has given, to protection** which it has afforded, **to benefits** which it has conferred by the fact of being an orderly, civilized society."—Wisconsin v. J.C. Penney Co., 311 U.S. 435, 444 (1940); COLONIAL PIPELINE CO. v. TRIAGLE, 421 U.S. 100 (1975)

The **constitutional independence of the administrative tribunal...**The rise of administrative bodies probably has been the most significant legal trend of the last century..."They have become a veritable fourth branch of the Government, which has deranged our three-branch legal theories much as the concept of a fourth dimension unsettles our three-dimensional thinking."—Justice Jackson, Federal Trade Commission v. Ruberoid Co., 343 U.S. 470, 487 (1952)

The distinction between **public and private corporations** was thus defined: "If a charter be a mere **grant of political power**, if it **create a civil institution**, to be **employed in the administration of the government**' or **if the funds be public property alone,** and the government alone be interested in the management of them, the **legislative power over them is not restrained by the Constitution."**—WOODRUFF v. TRAPNALL, 51 U.S. 190, 202 (1850)

"Taxes," as Justice Holmes once observed, "are what we pay for **civilized society**." (275 U.S. 87, 100 (1927). A natural corollary of this proposition is that the Due Process Clause permits state **taxation if "the state has given anything for which it can ask return."** (311 U.S. At 444). A State thus "is free to pursue its own **fiscal policies, unembarrassed by the Constitution,"** if it "exert[s] its power in relation to opportunities which it has given, to protection which it has afforded, [or] to benefits which it has conferred by the fact of being an orderly, civilized society."—ASARCO INC. v. IDAHO STATE TAX COMMISSION, 458 U.S. 307, 332 (1982).

We see the public or fiscal operations are outside the bounds of constitutional government. So as not to confuse the reader, the foreboding quote in ASARCO, does not refer to whom a tax is applicable. Therefore I have added the following for your discernment:

[Footnote 7]: It being the purpose of this section to require the payment to the state of Mississippi **this tax** for the **right** granted by the laws of this state **to exist as such organization, and enjoy, under the protection** of the laws of this state, the powers, rights, privileges and immunities derived from the state by the form of such existence."—COLONIAL PIPELINE CO. v. TRIAGLE, 421 U.S. 100 (1975)

7) Can a corporation be charged with a crime?

The statute makes 'any person' who violates 301(a) guilty of a 'misdemeanor'. It specifically defines 'person' to include 'corporation'. 201(e). **But the only way in which a corporation can act is through the individuals who act on its behalf.** New York Central & H.R.R. Co. v. United States, 212 U.S. 481, 29 S. Ct. 304. And the historical conception of a 'misdemeanor' makes all those responsible for it equally guilty, United States v. Mills, 7 Pet. 138, 141, a doctrine given general application in 332 of the Penal Code, 18 U.S.C. 550, 18 U.S.C.A. 55**0. If, then, Dotterweich is not subject to the Act,** it must be solely on the ground that individuals are immune when the 'person' who violates 301(a) is a corporation, although from the point of view of action the individuals are the corporation. As a matter of legal development, **it has taken time to establish criminal liability also for a corporation and not merely for its agents.** See New York Central & H.R.R. Co. v. United States, supra.—UNITED STATES v. DOTTERWEICH, 320 U.S. 277 (1943).

8) What is malum in se and malum prohibitum (mala in se, mala prohibita)?

MALA IN SE: Wrongs in themselves; acts morally wrong; offenses against conscience.
Black's Law Dictionary, 6th Edition

MALA PROHIBITA: Prohibited wrongs or offenses; acts which are made offenses by positive laws, and prohibited as such. Acts of omissions which are made criminal by statute but which, of themselves, are not criminal. Generally, no criminal intent or mens rea is required and the mere accomplishment of the act or omission is sufficient for criminal liability. Term is used in contrast to mala in se which are acts which are wrongs in themselves such as robbery.
Black's Law Dictionary, 6th Edition

"...What crimes belong in which category has been the subject of controversy for years. This classification comes to us from common law, which in its early history freely blended religious conceptions of sin with legal conceptions of crime. This statute seems to revert to that practice. **The Government**, however, offers the mala prohibita, mala in se doctrine here in slightly different verbiage for determining the nature of these crimes. It says: **"Essentially, they must be measured against the moral standards that prevail in contemporary society to determine whether the violations are generally considered essentially immoral."**

*[Footnote 10] **Crimes mala in se**, according to Blackstone, are offenses against "[t]hose rights then which **God and nature have established**, and are therefore called natural rights, such as are life and liberty,...the worship of God, the maintenance of children, and the like." They are "crimes and misdemeanors, that are forbidden by the superior laws, and therefore styled mala in se (crimes in themselves), such as murder, theft, and perjury; which contract no additional turpitude from being declared unlawful by the inferior legislature." According to Blackstone, **crimes mala prohibita** "enjoin only positive duties, and forbid only such things as are not mala in se...without any intermixture of moral guilt." Illustrative of this type of crime are "exercising performing the statute-work on the public roads, and fro innumerable other positive misdemeanors. Now these **prohibitory laws** do not make the transgression a moral defense, or sin; the only obligation is conscience is to submit to the penalty, if levied." JORDAN v. DE GEORGE, 341 U.S. 223, 236-7 (1951)

How many of these gun owners, when they got notice of the restraining order, dispossessed themselves of their guns? I doubt that any did. **The law is malum prohibitum, not mala in se;** that is, it is not the kind of law that a lay person would intuit existed because the conduct it forbade was contrary to the moral code of his society. Compare the United States v. Robinson, 137 F. 3d 652, 654 (1st Cir. 1998) ("child pornography offends the moral sensibility of the community at large"), with United States v. Grigsby, 111 F.3d 806, 816-21 (11th Cir. 1997) (importation of ivory in violation of the African Elephant Conservation Act not criminal without knowledge of the Act). United States v. Wilson, 159 F.3d 280 (8th Cir. 1998)

However, Professor Sayre...recommends that strict liability crimes be enforced with light penalties, though he concedes this limit has not been followed. He concludes with the generality that the **abandonment of mens rea** is suited to situations where the need for social order outweighs the need for individualized punishment.

Some jurisdictions differentiate between offenses that are mala in se and mala prohibita, allowing **strict liability only for the latter.**

Generally, those courts that dispense with criminal intent for crimes that are mala prohibita, that is, not patently immoral, have followed the rationale that the legislature did not intend these new offenses to carry a mental element. The very meaning of malum prohibitum is that it is wrong because it is prohibited. Common law crimes, which by their nature are wrongful, require **scienter** because moral culpability is inherent to the offense. The courts have reasoned, however, that when **conduct is penalized only because of a legislative command,** then the nature of the proscription derives solely from that mandate. If the statute did not include a mental element, then the crime was not meant to have one.
...Since, by its terms, the malum prohibitum offense is a creature of statute rather than common law, it is here that courts will often defer to legislative intent.—STATE OF ALASKA v. HAZELWOOD, Supreme Court No. S-7602, No. 4891 (1997)

Strict liability: Liability that does not depend on actual negligence or intent to harm, but that is based on the breach of an absolute duty to make something safe...most often apples either to ultrahazardous activities or in products-liability cases. - *Black's Law Dictionary, 7th Edition*

But to the power of **pardoning** there are limitations. The king cannot...make an offence dispunishable which is malum in se, i.e. unlawful in itself, as being against the law of nature, or so far against the public good as to be indictable at common law...Nor, after suit has been brought in a popular action, can the king discharge the **informer's** part of the penalty, and if the action be given to the party grieved, the king cannot discharge the same.—EX PARTE WELLS, 59 U.S. 307 (1855)

9) Do prosecutors need to prove intent to do evil or wrong in order to win a criminal case?

Historically, all offenses against statutes had to show the violator knew he was doing wrong, or knew his conduct was in violation of a statute. Later, it was determined that intent need not be proven if there was only a small fine to pay for violating a statute. Now, there are many who have suffered heavy fines and long terms of incarceration without any proof of intent or mens res.

Scienter: 1. A degree of knowledge that makes a person legally responsible for the consequences of his or her act or omission; the facts of an act's having been done knowingly, esp. as a ground for civil damages or criminal punishment. 2. A mental state consisting in an intent to deceive, or defraud...often in the context of securities fraud.
Black's Law Dictionary, 7th Edition

mens res: evil mind, guilty intent, state of mind depending on offense.

Mens res: [Law Latin "guilty mind"] The state of mind that the prosecution, to secure a conviction, must prove that a defendant had when committing a crime; criminal intent or recklessness (mens res for theft is the intent to deprive the rightful owner of the property). Mens res is the second of two essential elements of every crime at common law, the other being the actus res. [Actus res: A wrongful deed that comprises the physical components of a crime...human conduct the law seeks to prevent.]
Black's Law Dictionary, 7th Edition

The contention that an injury can amount to a crime when inflicted by intention is no provincial or transient notion. It is as universal and persistent in mature systems of law as belief in freedom of the human will and a consequent ability and duty of the normal **individual to choose between good and evil...Unqualified** acceptance of this doctrine by

English common law in the Eighteenth Century was indicated by **Blackstone's sweeping statement that to constitute any crime there must first be a "vicious will"...**

Crime, as a compound concept, generally constituted only from **concurrences of an evil-meaning mind and an evil-doing hand,** was congenial to an intense individualism and took deep and early root in American soil. As the states codified the common law of crimes, even if their enactments were silent on the subject, their courts assumed that the omission did not signify disapproval of the principle but merely recognized that intent was so inherent in the idea of the offense that I required no statutory affirmation. Courts, with little hesitation or division, found an implication of the requirement as to offenses that were taken over from the common law. The unanimity with which they have adhered to the **central thought that wrongdoing must be conscious to the criminal** is emphasized by the variety, disparity and confusion of their definitions of the requisite but elusive mental element. However, courts of various jurisdictions, and for the purpose of different offenses, have devised working formulae, if not scientific ones, for the instruction of juries around such terms as "felonious intent", "criminal intent", "malice afterthought", "guilty knowledge", "fraudulent intent", "willfulness", "scienter", to denote **guilty knowledge, or "mens rea", to signify an evil purpose or mental culpability.**

[Footnote 8] Exceptions come to include sex offenses, such as rape, in which the victim's actual age was determinative despite defendant's reasonable belief that the girl had reached age of consent. Absence of intent also involves such considerations as lack of understanding because of insanity, subnormal; mentality, or infancy, lack of volition due to some actual compulsion, or that inferred from doctrine of coverture.—MORISSETTE v. UNITED STATES, 342 U.S. 246, 250, 251 (1952).

As commentators have pointed out, the **small penalties** attached to such offenses logically complemented the **absence of a mens rea requirement in a system that generally requires a "vicious will" to establish a crime,** 4 W. Blackstone, Commentaries 21, imposing severe punishments for **offenses that require no mens rea would seem incongruous.** See Sayre, Public Welfare Offenses, 33 Colum. L. Rev. 55, 70 (1933). Indeed, some courts justified the absences of mens rea in part on the basis that he offenses did not bear the same punishments as "infamous crimes",—Tenement House Dept. v. McDevitt, 215 N.Y. 160, 168, 109 N.E. N88, 90 (1915) (Cardozo, J.), and questioned whether imprisonment was compatible with the reduced culpability required for such **regulatory offenses...(arguing that imprisonment for a crime that requires no mens rea would stretch the law regarding acts mala prohibita beyond its limitations).** Similarly, commentators collecting the early cases have argued that **offenses punishable by imprisonment cannot be understood to be public welfare offenses, but must require mens rea.** See R. Perkins, Criminal Law 793-798 (2d ed. 1969) (suggesting that **the penalty should be the starting point in determining whether a statute describes a public welfare offense);** Sayre, supra, at 72 (**"Crimes punishable with prison sentences...ordinarily require proof of a guilty intent".**)—STAPLES v. UNITED STATES, 511 U.S. 600 (1994)

[Footnote 4] See Hentzner, 613 P.2ed at 825 ("[C]riminal intent is an essential predicate of criminal liability.") (citing Speidel, 460 P.2d at 78); Kimoktoak, 584 P.2d at 29 ("It is well-settled that an act or omission can result in serious criminal liability only when a person has the requisite criminal intent."); State v. Guest, 583 P.2d 836, 838 (Alaska 1978) ("[I]t would be a deprivation of liberty without due process of law to convict a person of a serious crime without the requirement of criminal intent.") (citing Speidel, Alex, and Kimoktoak); Alex, 484 P.2d at 681 ("[T]o constitute guilt there must be not only a wrongful act but a criminal intention."); Speidel, 460 P.2d at 80 ("To convict a person of a felony for such an act [failure to return a rental car], without proving criminal intent, is to deprive such person of due process of law.")—STATE OF ALASKA v. HAZELWOOD, Supreme Court of Alaska, No. S-7602, No. 4891 (1997).

10) What are public welfare offenses?

Public welfare: A society's well-being in matters of health, safety, order, morality, economics, and politics.—*Black's Law Dictionary, 7th Edition*

Public welfare offense: A minor offense that involves no moral delinquency, being intended only to secure the effective regulation of conduct in the interest of the community. An example is driving a car with one brake-light missing. Also termed *regulatory offense, contravention.*
Black's Law Dictionary, 7th Edition

Strict-liability crime: A crime that does not require a mens rea element, such as speeding or attempting to carry a weapon aboard an aircraft.
Black's Law Dictionary, 7th Edition

...In establishing the ultimate issues in a **prosecution for crime,** the State cannot be relieved, on a final show-down, from proving its accusation. **To prove the accusation it must prove each of the items which in combination constitute the offense. And it must make such proof beyond a reasonable doubt.** This duty of the State of establishing every fact of the equation which adds up to a crime, and of establishing it **to the satisfaction of a jury beyond a reasonable doubt** is the decisive difference between criminal culpability and civil liability. The only **exception** is that very limited class of cases variously characterized as **mala prohibita or public torts or enforcement of regulatory measures.**

"...In the prohibition or punishment of particular acts, the state may in the maintenance of a **public policy** provide 'that he who shall do them at his peril and **will not be heard to plead in defense good faith or ignorance.**' Many instances of this are to be found in regulatory measures in the exercise of what is called the **police power** where the emphasis of **the statute is evidently upon achievement of some social betterment rather than the punishment of the**

crimes as in cases of mala in se...So, too, in the collection of taxes, the importance to the public of their collection leads the Legislature to impose on the taxpayer the burden of finding out the facts upon which his liability to pay depends and meeting it at the peril of punishment. Again where one deals with others and his mere negligence may be dangerous to them, as in selling diseased food or poison, the policy of the law may, in order to stimulate proper care, require the punishment of the negligent person though he be ignorant of the noxious character of what he sells."—Hobbs v. Winchester Corporation (1910) 2 K. B. Div. 471, 483; U.S. v. BALINT, 258 U.S. 250, 252-3 (1922).

"...The Court analyzed the cases now pressed upon us and emphasized the line between **civil, remedial actions** brought primarily to protect the government from financial loss and actions intended to authorize **criminal punishment** to vindicate public justice. Only the latter subject the defendant to 'jeopardy' within the constitutional meaning...The law can provide the same measure of damage for the government as it can for an individual."—STATES EX REL. MARCUS v. HESS, 317 U.S. 537, 548 (1943)

The following Morrissette Case will look at how the need to prove a guilty mind or intent has been altered:

However, the Balint and Behrman offenses belong to a category of another character, with very different antecedents and origins. The **crimes there involved depend on no mental element** but consist only of **forbidden acts of omissions.** This, while not expressed by the Court, is made clear from examination of a **century-old but accelerating tendency, discernible both here and in England, to call into existence new duties and crimes which disregard any ingredient of intent.** The industrial revolution multiplied the number of workmen exposed to injury from increasingly powerful and complex mechanisms, driven freshly by discovered sources of energy, requiring higher precautions by employers. Traffic of velocities, volumes and varieties unheard of came to subject the wayfarer to intolerable casualty risks if owners and rivers were not to observe new cares and uniformities of conduct... Congestion of cities and crowding of quarters called for health and welfare regulations undreamed of in simpler times. Wide distribution of goods became an instrument of wide distribution of harm when those who dispersed food, drink, drugs, and even securities, did not comply with reasonable standards of quality, integrity, disclosure and care. Such dangers have engendered increasingly numerous and detailed regulations which heighten the **duties of those in control of particular industries, trades, properties or activities that affect public health, safety or welfare.**

While many of these duties are sanctioned by a **more strict civil liability,** [concerning legislation like Workmen's Compensation Acts and various Motor Vehicle Acts.] lawmakers, whether wisely or not, [Radin, Intent, Criminal, 8 Encyc. Soc. Sci. 126, 130, says, "...as long as in popular belief intention and the freedom of the will are taken as axiomatic, no penal system that negates the mental element can find general acceptance. It is vital to retain public support

of methods of dealing with crime...the boundary between intent and negligence spells freedom or condemnation for thousands of individuals."] have sought to **make such regulations more effective** by invoking criminal sanctions to be applied by the familiar technique of criminal prosecutions and convictions. This has confronted the courts with a multitude of **prosecutions**, **based on statutes or administrative regulations,** for what have been aptly called **"public welfare offenses."** these cases do not fit easily into any of such accepted classifications of common-law offenses, such as those against the state, the person, property, or public morals. Many of these offenses are not in the nature of positive aggressions or invasions, with which the common law so often dealt, but are **in the nature of neglect** where the law requires care, or inaction where it imposes a duty. **Many violations of such regulations result in no direct or immediate injury to person or property** but merely create the danger or probability of it which the law seeks to minimize.

While **such offenses do not threaten the security of the state** in the manner of treason, they may be regarded as **offenses against its authority,** for their occurrence impairs the efficiency of controls deemed essential to the social order as presently constituted. In this respect, whatever the intent of the violator, the injury is the same, and the consequences are injurious or nit according to fortuity. Hence, legislation applicable to such offenses, **as a matter of policy**, does not specify intent as a necessary element,...Also, penalties commonly are relatively small, and conviction does no grave damage to an offender's reputation. Under such considerations, courts have turned to construing statutes and regulations which make no mention of intent as dispensing with it and holding that **the guilty act alone makes out the crime.** This has not, however, been without expressions of misgiving.

...Departures from the common-law tradition, mainly of these general classes, were reviewed and their rationale appraised by Chief Justice Cooley, as follows:

> "I agree that as a rule there can be no crime without a criminal intent; but this is not by any means a universal rule...Many statutes which are in the nature of **police regulations,** as this is, impose criminal penalties irrespective of any intent to violate them; the purpose being to require a degree of diligence for the **protection of the public** which shall render violation impossible."—People v. Roby, 52 Mich. 577, 579, 18 N. W. 365, 366 (1884)

After the turn of the Century, a new use for crimes without intent appeared when New York enacted numerous and novel regulations of tenement houses, sanctioned by money penalties. Landlords contended that a guilty intent was essential to establish a violation.

...Soon, employers advanced the same contention as to violations of regulations prescribed by a new labor law. Judge Cardozo, again for the court, pointed out, as a basis for penalizing violations whether intentional or not, that they were **punishable only by fine**

"moderate in amount," but cautiously added that in sustaining **the power so to fine unintended violations "we are not to be understood as sustaining to a like length the power to imprison.** We leave that question open."—People ex rel. Price v. Sheffield Farms Co., 225 N. Y. 25, 32-33, 121 N. E. 474, 477 (1918)

Thus, for diverse but reconcilable reasons, state courts converged on the same result, discontinuing inquiry into intent in a limited class of offenses against such statutory regulations.

Before long, similar questions growing out of federal legislation reached this Court. Its judgments were in harmony with this consensus of state judicial opinion, the existence of which may have led the Court to overlook the need for full exposition of their rationale in the context of federal law. In overruling a contention that there can be no conviction on an **indictment which makes no charge of criminal intent** but alleges only making of a sale of a narcotic forbidden by law, Chief Justice Taft, wrote:

"While the general rule at common law was that the **scienter** was a necessary element in the indictment and proof of every crime, and this was followed in regard to statutory crimes even where the statutory definition did not in terms include it...there has been a modification of this view in respect to prosecutions under statutes the purpose of which would be **obstructed** by such a requirement. It is a question of legislative intent to be construed by the court..."—United States v. Balint, supra, 251-252.

He referred, however, to "regulatory measures in the exercise of what is called the **police power** where the emphasis of the statute is evidently upon **achievement of some social betterment rather than the punishment of the crimes as in cases of mala in se,"** and drew his citation of supporting authority chiefly from state court cases dealing with regulatory offenses. Id., at 252.

On the same day, the Court determined that an offense under the Narcotic Drug Act does not require intent, saying, "If the offense be a statutory one, and intent or knowledge is not made an element of it, the indictment need not charge such knowledge or intent."—United States v. Behrman, supra, at 288.

Of course, the purpose of every statute would be "obstructed" by requiring a finding of intent, if we assume that it had a purpose to convict without it.

Neither this Court nor, so far as we are aware, any other has undertaken to delineate a precise line or set forth comprehensive criteria for distinguishing between crimes that require a mental element and crimes that do not. We attempt no closed definition, for **the law on the subject is neither settled nor static.**—MORISSETTE v. UNITED STATES, 342 U.S. 246, 253-260 (1952).

Certainly, the cases that first defined the concept of the public welfare offense almost uniformly involved statutes that provided for only light penalties such as fines or short jail sentences, not imprisonment in the state penitentiary...

...In rehearsing the characteristics of the **public welfare offense**, we, too, have included in our consideration the punishments imposed and have noted that **"penalties commonly are relatively small, and conviction does no grave damage to an offender's reputation."** (Morissette). We have even recognized that it was "[u]nder such considerations" that courts have construed statutes to dispense with mens rea.

Our characterization of the public welfare offense in Morissette hardly seems apt, however, for a crime that is a felony, as a violation of 5681(d). After all, "felony" is, as we noted in distinguishing certain common law crimes from public welfare offenses, "as bad a word as you can give to man or thing." Morissette, supra, at 260 (quoting 2 F. Pollock & F. Maitland, History of English Law 465 (2d ed. 1899)). Close adherence to the early cases described above might suggest that **punishing a violation as a felony is simply incompatible with the theory of the public welfare offense.** In this view, absent a clear statement from Congress that mens rea is not required, **we should not apply the public welfare offense rationale to interpret any statute defining a felony offense as dispensing with mens rea.** But see Balint, supra.

... [Footnote 1] Contrary to the dissent's suggestion, **we have not confined the presumption of mens rea to statutes codifying traditional common law offenses, but have also applied the presumption to offenses that are "entirely a creature of statute,"** post, at 3, such as those at issue in Liparota, Gypsum, and most recently, Posters 'N' Things v. United States, 511 U.S.— (1994), STAPLES v. UNITED STATES, 511 U.S. 600 (1994).

11) What is a deodand?

Deodand: Hist. An old English practice of forfeiting to the Crown a thing (such as an animal) that has done wrong. This practice was abolished in 1846. When in 1716 the coroner's jury of Yarmouth declared a stack of timber which had fallen on a child to be forfeited as a deodand, it was reasoned for 30s, which was paid over to the child's father.
Black's Law Dictionary, 7th Edition

Yet throughout our common law history, a parallel tradition has allowed imposition of **penalties without formal proof of criminal intent.** As early version of **strict liability,** the law of deodands, has been traced back to early Western history. **A deodand was an object that was forfeited to the Crown for directly or indirectly causing the death of a human being.** See generally, Oliver Wendell Holmes, Jr., The Common Law 24-25 (1881). The original reasoning was that the instrument itself was guilty of the offense.

Although the deodand form was abolished in England in 1846, 9 & 19 Vic. c.62, and never was incorporated into the American common law...its substance survives in contemporary in rem proceedings. The object itself, rather than its human owner, is formally charged...The Supreme Court of the United States has recently affirmed that proof of the moral culpability of the owner as not a necessary predicate to these punitive forfeitures...Bennis upheld a **modern-day deodand** of sorts, allowing the state to seize and forfeit an automobile without any showing that the owner knew her husband might use the vehicle to solicit prostitutes.

In the same year the deodand rule was repealed in England, a new practice began to develop in its place on both sides of the Atlantic. In Regina v. Woodrow, 15 .M. & M. 404 (Exch. 1846), the **Court of Exchequer** allowed the imposition of a £200 fine on a tobacco dealer for possession of adulterated tobacco, without evidence the dealer "had knowledge or cause to suspect" the product's condition. Per Pollock, C.B.., at 415, 416...The Court accepted that a new class of offenses **without a mens rea element** had come into being. While many of these statutes were a product of technological change (1909) (automobile safety rules); (1921) (strict liability for fortune telling); (1880) (housing lunatics), (1862) (requiring proof of butcher's knowledge of unfitness for offense of selling unsound meat), (1910) (conviction under Public Health Act of 1875 does not require proof that butcher could have known of meat's unsoundness).] STATE OF ALASKA v. HAZELWOOD, Supreme Court of Alaska No. S-7602, No. 4891 – October 3, 1997.

12) What are some other sources to aid an accused?

"Ambiguities in criminal statutes must be narrowly read and construed strictly against the government." State v. Andrews, 707 P. 2d 900, 907 (Alaska App. 1985), opinion adopted by State v. Andrews, 723 P.2d 85, 86 (Alaska 1986); see also Wells v. State, 706 P.2d 711, 713 (Alaska App. 1985) ("It is well established that, in accordance with the rile of lenity, ambiguities in penal statutes must be resolved in favor of the accused."); Manderson v. State, 655 P.2d 1320, 1323 (Alaska App. 1983) ("Since the provision is ambiguous and both the state's and [the defendant's] interpretations are arguably reasonable, we agree that [the defendant's interpretation] should prevail under the Bell [v. United States, 349 U.S. 81, 83 (1955)] 'rule of lenity'"). Accordingly, the statute must be construed to require criminal negligence, rather than civil negligence. STATE OF ALASKA v. HAZELWOOD, Supreme Court of Alaska No. S-7602, No. 4891 (1997).

Congress created, and the Department of Justice sprang, a trap on Carlton Wilson as a result of which he will serve more than three years in federal prison for an act (actually an omission to act) that **he could not have suspected was a crime or even a civil wrong. We can**

release him from the trap by interpreting the statute under which he was convicted to require the government to prove that the violator knew that he was committing a crime.

This is the standard device by which the courts avoid having to explore the outer boundaries of the constitutional requirement of fair notice of potential criminal liability. See, e. g., Ratzlaf v. United States, 510 U.S. 135 (1994); Staples v. United States, 511 U.S. 600, 618-19 (1994). United States v. Wilson, 159 F.3d 280 (7th Cir. 1998).

13) Items deserving of attention

See Hawkins v. Superior Court, 22 Cal. 2D 584, 590, 586 P. 2d 916, 919-920 (1978) (holding deprivation of preliminary hearing to constitute a denial of equal protection under State Constitution in part because **"'the grand jury is the total captive of the prosecutor who, if he is candid, will concede that he can indict anybody, at any time, for almost anything, before any grand jury'"** (quoting Campbell, Eliminate the Grand Jury, 64 J. Crim. L. & C. 174 (1973)).—PRESS-ENTERPRISE CO. v. SUPERIOR COURT, 478 U.S. 1 (1986).

CONVICTION, practice. A **condemnation**...4. A conviction usually consists of six parts; first, the information; which should contain: 1. The day when it was taken. 2. The place where it was taken. 3. **The name of the informer.** 4. The name and style of the justice or justices to whom it was given. 5. The name of the offender. 6. The time of committing the offense. 7. The place where the offense was committed. 8. An exact description of the offense.
Bouvier's Law Dictionary, 6th Edition, 1856

Qui tam action: [Who as well for the king as for himself sues in this matter.] An action brought under a statute that allows a private person to sue for a penalty, part of which the government or some specified public institution will receive. Also termed popular action. Often shortened to *qui tam.*
Black's Law Dictionary, 7th Edition.

Informer: 1. INFORMANT. 2. A private citizen who brings a penal action to recover a penalty. Under some statutes, a private citizen is required to sue the offender for a penalty before any criminal liability can attach. Also termed common informer. See COMMON INFORMER.
Black's Law Dictionary, 7th Edition.

QUI TAM, remedies: Who as well. When a statute imposes a penalty, for the doing or not doing an act, and gives that penalty in part to whosoever will sue for the same, and the other part to the commonwealth, or some charitable, literary, or the plaintiff describing himself as suing as well for the commonwealth, for example, as for himself. Espin. On Pen. Act. 5, 6; 1 Vin. Ab. 197; Salk. 129 n.; Bac. Ab. h. t.
Bouvier's Law Dictionary, 6th Edition, 1856

A statute giving the right to recover back money lost at gaming and, if the loser does not sue

within a certain time, authorizing a qui tam action to be brought by any other person for threefold the amount, has been held to be remedial as to the loser, though penal as regards the suit by a common informer...where a statute gives accumulative damages to the party grieved, it is not a penal action.

It is also said, that this is a **prosecution under a penal statute,** and that criminal cases peculiarly belong to the domestic forum...**a qui tam action, under a penal law of that State, giving one half of the penalty to the State, and the other half to the informer...**COHENS v. COM. OF VIRGINIA, 19 U.S. 264 (1821)

A pardon, while it absolves the offender, does not touch the rights of others. Suppose that there is a penal statute against an offense, and the policy of the law being to detect the offender, there is a promise of reward to the informer, upon his conviction, to be had. If a pardon, is given to that offender, what is the consequence upon the informer, who draws his right simply out of the offence and the conviction of the offence? Does it take away his right to the fine, or the liability to pay him the fine? If the fine is half to the informer and half to the public, what is the effect? The half to the public is gone, but the half to the informer is not gone. There is one consequence arising out of the offence that the pardon does not reach. EX PARTE GARLAND, 71 U.S. 333 (1866)

[If someone dealer in liquor contrary to statute] shall be seized and delivered to the proper officer, and shall be proceeded against by libel in the proper court, and forfeited, one half to the informer and the other half to the use of the United States; and if such person be a trader, his license shall be revoked and his **bonds put in suit.** U.S. v. FORTY-THREE GALLONS OF WHISKEY, 93 U.S. 188 (1876)

In this case the Government investigated and respondents and on November 3, 1939, indicted them for conspiracy to defraud. On January 5 and February 6, 1940, the defendants named in the indictment entered pleas of nolo contendere, and fines were imposed. While the criminal case was still pending, and on January 25, 1940, petitioner commenced his informer proceeding, **the averments in his complaint being substantially a copy of the indictment...**We are informed that these cases have already **stimulated a number of other private individuals to intervene** with similar action after Government criminal proceedings had disclosed frauds.

...We are justified in determining whether we will accept a new interpretation not before sustained in the history of this statute by reference to the condition of our own times rather than to those of former ones. Nothing better illustrates the difference between the conditions of 1863 and the present than the statement quoted by the Court, made by the Senate sponsor of

the **Informer Act, "Even the district attorney,** who is returned to be vigilant in the prosecution of such cases, **may be also the informer,** and entitle himself to one half the forfeiture under

the qui tam clause, and to one half of the double damages which may be recovered against the persons committing the act.' **I do not understand the Court to hold that a prosecuting attorney may now sue,** but in construing the statute as applied to the plaintiff now before us we must not forget that the Senator was then speaking of law-enforcement in a nation which had not yet established a Federal Department of Justice, which did not them have a Federal Bureau of Investigation, or a Treasury investigating force, and in which the activities of the Federal Government were so circumscribed that they had not been found necessary. To accept the view of 1863 to mean that **today law-enforcement officials could use information gleaned in their investigations to sue as informers for their own profit,** would make the law a downright vicious and corrupting one. Fortunately no one in the executive department has ever suspected that such an interpretation as the Court now indulges could be placed upon this statute. If we were to add motives of personal avarice to other prompters of official zeal the **time might come when the scandals of law-enforcement would exceed the scandals of its violation.—**UNITED STATES EX REL. MARCUS v. HESS, 317 U.S. 537, 559-560 (1943).

THE END

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